

# Digital Services Agreement

Last updated: 04/27/2023

This agreement, which is comprised of the “General Terms and Conditions” below and the Addenda that follow (collectively the **“Agreement”**) with J.P. Morgan Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this Agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions. Please note that certain products and services, including Investment Accounts, are only available in English.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Legal Agreements & Disclosures tab within the website or mobile application that you are accessing.

This Agreement is between you and us and governs your use, access, and management of J.P. Morgan Chase’s digital platforms, including *Chase Online*, *Chase Mobile*®, *Chase Business Online*, *J.P. Morgan Online*, and *J.P. Morgan Mobile* (collectively, the **“Digital Platforms”**). This Agreement also governs your use of the products, services (including Online Services and Mobile Services), and software made available to you on the Digital Platforms and certain third party digital platforms, as determined by us from time to time, including the products and services governed by the terms contained in the Addenda attached hereto (collectively, **“Services”**).

By enrolling in and using the Digital Platforms and the Services, you agree to be bound by the General Terms and Conditions and the terms specific to each Service as set forth in the Addenda following the General Terms and Conditions. Although you are agreeing to the terms specific to each Service set forth in the Addenda, the Services will not be activated until you take the necessary steps to do so through one of the Digital Platforms. Any Service you have already activated will remain active after acceptance of this Agreement.

This Agreement contains an arbitration provision that covers most disputes between you and us regarding this Agreement. Please read the arbitration provision set forth in Section 14 of the General Terms and Conditions as it affects your rights under this Agreement.

If you have any questions regarding the Digital Platforms or Services, please call (877) CHASEPC (877-242-7372).

## Table of Contents

### General Terms and Conditions

#### GENERAL TERMS AND CONDITIONS

1. General
2. Fees and Charges Associated with the Digital Platforms and Services

3. Mobile Services
4. Records; Communications
5. Account Information
6. Cutoff Times
7. Notices Associated with Electronic Communications, Change in Terms of this Agreement, or New Features
8. Computer Equipment; Browser Access and Internet Services
9. Passwords and Other Sensitive Information
10. Interruptions in Service; Risks of Electronic Transactions and Access to Information
11. Limitation of Liability
12. Representations, Warranties, and Covenants of Customer
13. No Warranties by J.P. Morgan Chase
14. Disputes and Arbitration
15. Restrictions
16. Privacy
17. Indemnity
18. Risk of Loss
19. Authorization for Minors and Children to Access Digital Platforms and Services
20. Intellectual Property
21. Confidentiality
22. Links
23. Right to Audit
24. Termination and Suspension; Assignment; Survival
25. Notice of Claims
26. Waiver; Severability
27. Entire Agreement
28. Governing Law

#### GLOSSARY

Addendum: Access and Security Manager Online Service

#### TERMS AND CONDITIONS APPLICABLE TO BOTH BUSINESS ACCOUNTS AND CONSUMER ACCOUNTS

1. Changes to Existing Account Documentation
2. Indemnity

ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS ONLY (See Section 6 below for Additional Terms and Conditions Applicable to Consumer Accounts Only)

3. Authority of Account Administrator
4. Issuance of User IDs and Passwords to Account Administrator
5. Changes to Account Administrator

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CONSUMER ACCOUNTS

6. Links to Consumer Accounts

#### DEFINITIONS

Addendum: Account Aggregation Service

1. The Data Aggregation Service
2. Instant Account Verification Service
3. Use and Ownership of Customer and Aggregated Data
4. Representations, Warranties, and Covenants
5. Limited Power of Attorney

6. Fees
7. Warranty Disclaimers; Limitation of Liability
8. Aggregation Vendor
9. Eligible Custodians
10. Portal Access
11. Termination
12. General Provisions

#### Addendum: ACH Collections Service

1. ACH Collections Service
2. Fees
3. Cutoff Times; ACH Deliver By Date
4. Duplicate Entries
5. Exposure Limits
6. Collections via ACH
7. ACH Rules
8. Processing; Transmittal
9. Rejections; Returns
10. Reversals
11. Name/Identifying Number Inconsistencies
12. Warranties; Indemnity
13. Cancellation of the ACH Collections Service
14. Definitions

#### Addendum: ACH Payment Services

1. ACH Payment Services
2. Fees
3. ACH Deliver By Date
4. Duplicate Entries
5. Notifications
6. ACH Rules
7. Processing; Transmittal
8. Rejections; Returns
9. Reversals
10. Name/Identifying Number Inconsistencies
11. Warranties; Indemnity
12. Cancellation of the ACH Payment Service
13. Definitions

#### Addendum: Bill Payment Service

1. General Terms Applicable to Bill Payments
2. Cutoff Times
3. Service Fees
4. Repeating Payments
5. Bill Payment Service
6. Terms applicable to your use of the e-Bills Service for both Consumer and Business Accounts
7. J.P. Morgan Chase Is Not Responsible for Third Parties
8. ADDITIONAL TERMS APPLICABLE ONLY TO BILL PAYMENTS FOR CONSUMER ACCOUNTS.

The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)

9. The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a J.P. Morgan Chase checking account

10. ADDITIONAL TERMS APPLICABLE ONLY TO BILL PAYMENTS FOR BUSINESS ACCOUNTS

11. Definitions

Addendum: Bill Pay Directory Service

1. Processing of Electronic Payments
2. Transmission of Data
3. Fees
4. Cancellation of the Electronic Payment Service

Addendum: Chase and J.P. Morgan QuickDeposit for Mobile

1. Chase and J.P. Morgan QuickDeposit Service
2. Item Quality and Processing
3. Representations, Warranties, and Covenants of Customer

Addendum: Chase QuickDeposit Classic for Business Banking

1. Chase QuickDeposit Service
2. Deposit Limits
3. Item Processing
4. Representations, Warranties, and Covenants of Customer
5. Cancellation or Termination of Service

Exhibit A to Chase QuickDeposit Classic for Business Banking Addendum

Addendum: Fraud Protection Services

1. Fraud Protection Services
2. Eligibility
3. Activation
4. The Positive Pay Service
5. The Reverse Positive Pay Service.
6. ACH Debit Block Service
7. Unavailability of Service/ Alternative Service
8. Disclaimer
9. Definitions

Addendum: Gifting Service

Addendum: Online Wire Transfer and Chase Global Transfer Services

1. Protect Yourself Against Wire Scams
2. Service
3. Security Procedures
4. Processing, Canceling, Delays and Notifications of Funds Transfers
5. Identifying Number
6. Repeating and Future Dated Funds Transfers
7. Foreign Exchange Transfer
8. Fees and Payment Route
9. Funds Transfer System Rules and Laws
10. Failure to Perform; Limitation of Liability
11. Contact Us in the Event of an Error

12. Consumer International Funds Transfers

13. How to contact us

Addendum: PayPal Provisioning Platform Terms

1. Service Description

2. P3 Information

3. Transaction History

4. Eligibility and Removal of Chase P3 Cards

5. Your Chase P3 Card Terms Do Not Change

6. J.P. Morgan Chase Is Not Responsible for Third Parties

7. Access and License

8. Merchant Offers

9. Privacy

Addendum: Real-Time Payments Service

1. About the Real-Time Payments Service

2. Sending Funds

3. Risks Associated with the Real-Time Payments Service

4. Receiving Payments

5. Fees

6. Requests for Payment

7. Failed Service Transfers

8. Availability of Funds

9. Prohibited Payments

Addendum: Terms for Adding Payment Information to Businesses

1. Adding Your Chase Card

2. Your Card Terms Do Not Change

3. Applicable Fees

4. J.P. Morgan Chase Is Not Responsible for the Business

5. Transaction History

6. Removing Your Card from a Business

7. Ending or Changing these Terms

8. Privacy

9. Limitation of Liability; No Warranties

10. Questions

Addendum:

Terms for Adding Your Chase Card to a Third Party Digital Wallet

1. Adding Your Chase Card

2. Your Chase Card Terms Do Not Change

3. Applicable Fees

4. Chase Is Not Responsible for the Wallet

5. Transaction History

6. Contacting You Electronically and by Email or through Your Mobile Device

7. Removing Your Chase Card from the Wallet

8. Governing Law and Disputes

9. Ending or Changing these Terms; Assignments

10. Privacy

11. Notices

12. Limitation of Liability; No Warranties

### 13. Questions

#### Addendum: Transfers Service

1. General Terms Applicable to Transfers
2. Additional Terms Applicable Only to Transfers For Consumer Accounts
3. Our Guarantee
4. Additional Terms Applicable Only to Transfers for Business Accounts
5. Definitions

#### Addendum: Zelle® Service

1. General Terms Applicable to the Service; Eligibility and User Profile
2. Registering/Enrolling for the Service
3. Statements
4. Mobile & Text Services; Consent to Emails and Automated Text Messages
5. Wireless Operator Data
6. Cancellation of Your Service
7. Cutoff Times
8. Receiving Money
9. Requesting Money
10. Sending Money
11. Transfer Limits
12. Repeating Transfers
13. Terms applicable to your use of Zelle platforms
14. Zelle Fees
15. Limitation of Liability: No Warranties
16. Binding Arbitration
17. Termination
18. No Purchase Protection
19. ADDITIONAL TERMS APPLICABLE ONLY TO THE SERVICE FOR BUSINESS ACCOUNTS
20. Definitions

## **GENERAL TERMS AND CONDITIONS**

### **1. General**

#### **General Terms**

This Agreement contains the terms and conditions that govern your enrollment in and use of the Digital Platforms and Services. When you use or access, or permit any other person(s) or entity(ies) to use or access the Digital Platforms or Services on your behalf, you agree to the terms and conditions of this Agreement. By using or accessing the Digital Platform and the Services, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this Agreement. If you do not agree to the terms and conditions set forth herein, you may not use or access the Digital Platforms or the Services.

Additionally, you acknowledge or otherwise agree to comply with: (a) such other written requirements as we may provide in connection with the Digital Platforms, Services, or Products, including all terms and conditions contained in any account agreements, loan

documents, cardmember agreements, EULA, and privacy policies (collectively, the "**Other Documents**"); and (b) all applicable state, federal and international laws and regulations. To the extent there is a direct and irreconcilable conflict between this Agreement and the Other Documents, the Other Documents shall control unless this Agreement specifically states otherwise.

This Agreement is not intended to modify the Other Documents and the Other Documents will continue to apply to your accounts. If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern. When using other services or features available through the Digital Platforms but provided directly by third parties, your use of such services or features will also be governed by the agreements and other terms or conditions with such third parties governing use of those services or features.

Services described in this Agreement, as well as any associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all Services are offered at all locations. Therefore, you may not be eligible for all the Services described in this Agreement. We reserve the right to determine your eligibility for any Service. By offering the Services via the Digital Platforms, we make no distribution or solicitation to any person and/or entity to use the Services in jurisdictions where the provision of the Services is prohibited by law.

### **Interpretation of Certain Terms**

Unless otherwise defined within these General Terms and Conditions or the applicable Addendum, capitalized terms have the meanings given to them in the Glossary. Any capitalized terms used but not defined have the meaning given in the Other Documents.

Except as otherwise provided, the terms "hereby," "herein," "hereof," "hereto," "hereunder," and similar terms refer to this Agreement as a whole and not to the specific section, subsection, paragraph, or other subdivision of this Agreement in which those terms appear.

All titles or captions are inserted only as a matter of convenience and for reference and in no way define, limit, construe, or describe the scope of this Agreement or the intent of any provision hereof.

The words "include," "includes," and "including" will be deemed to be exemplary and not exclusive, whether or not followed by the phrase "without limitation" or similar phrase.

Defined terms include the plural as well as the singular, and any pronouns include any of the corresponding masculine, feminine, or neuter forms, as required by context.

The use of "or" and "and/or" shall be deemed to be accurate throughout this Agreement unless the context suggests otherwise.

Each covenant and agreement will be construed for all purposes to be a separate and independent covenant or agreement.

These General Terms and Conditions and Addenda may be made available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this Agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

## **2. Fees and Charges Associated with the Digital Platforms and Services**

General access to the Digital Platforms is currently provided to you at no additional cost. However, you may incur fees or charges if you access or use some of the Services available on the Digital Platforms. Additionally, you will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Digital Platforms or that apply in connection with the Services. In addition, you are responsible for any and all charges, including fees associated with text messaging, data, or other message services imposed by your Communication Service Provider, including for short message service.

Fees or charges that may apply in connection with the Services are set forth in each Addendum. In addition to the fees set forth in each Addendum, as applicable, you agree to pay all fees, charges, and penalties, and comply with balance requirements and other restrictions set forth in your Other Documents. You agree to promptly pay all fees and charges in connection with the Services and, except as otherwise provided in the Other Documents, you authorize us to automatically deduct all applicable fees and charges from your account(s).

Fees and charges are subject to change and we may impose new or additional charges, penalties or fees in connection with your use of the Digital Platforms and Services at any time. Your continued use of a Digital Platform or Service after we provide notice of such new, additional, or changed fees or charges constitutes your agreement to such fees or charges.

We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.

## **3. Mobile Services**

### **Communications**

You agree that we may send you information related to the Mobile Services through your Communication Service Provider and that your Communication Service Provider is acting as your agent in this capacity. You agree to provide a valid phone number, email address or other delivery location so that we may send you information related to the Mobile Services, including information about your applicable account or Card. You will immediately notify us if any phone number or email address you have provided is (a) surrendered by you, or (b) changed by you.

You understand and agree the Mobile Services may not be encrypted and may include personal or confidential information about you, such as your account activity or status.



Delivery and receipt of information, including Instructions and/or other instructions regarding move money transactions through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet Service Provider(s), Communication Service Provider(s) or other parties, or because of other reasons outside of our control. You also understand that there may be a disruption in service when you change your Internet Service Provider(s) or Communication Service Provider.

We do not warrant that the Digital Platforms or Services will be compatible with your mobile device or carrier. Your use of the Digital Platforms or Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Digital Platforms or Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls – sometimes referred to as "jail broken."

## **Marketing**

You understand and agree that any marketing or offers that appear on Mobile Services are intended for U.S. customers, are only valid in the U.S., and only valid where allowed by state law. We do not extend marketing or offers into foreign jurisdictions where they may be prohibited.

## **Differences from the Online Services**

Not all of the Services or Products described in this Agreement or the services, products, or functionality described on our website(s) may be available when you use a mobile device. Therefore, you may not be eligible to use the Services, Products, or other services, products, or functionality when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any Service, Product, or other services, products, or functionality.

Additionally, information available through the Online Services may not be available via the Mobile Services or may differ from the information available via the Mobile Services. Such information available through the Online Services may also be described using different terminology (including capitalized terms used in the Agreement or on certain of our Digital Platforms), or may be more current than the information available via the Mobile Services. This includes account balance information, and Transfer and payment information.

The method of entering Instructions via the Mobile Services may also differ from the method of entering Instructions directly through the Online Services. Processing of Instructions may take longer through the Mobile Services.

## **Identity and Location Verification**

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to J.P. Morgan Chase which we may use for the duration of your relationship with us, to help identify you or your wireless device and to help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among

others, name, billing address, email, phone number, and device location.

## Alerts and Text Banking

Your enrollment in the Mobile Services includes access to Alerts and Text Banking. The Alerts and Text Banking services are provided for your convenience and do not replace your periodic account statement(s) or other notices, such as trade confirmation for Investment Accounts. The Alerts and Text Banking services are only available to customers who have an eligible account with us. An eligible account includes a Consumer Account, a Business Account, an auto, mortgage, or home equity account, and Investment Accounts, and may include other accounts as determined by J.P. Morgan Chase in the future. You may be automatically enrolled to receive certain Alerts.

By receiving or otherwise using the Services, you understand and agree that: (a) we may send messages through your Communication Service Provider in order to deliver them to you and that your Communication Service Provider is acting as your agent in this capacity; and (b) we may use a phone number, email address or other delivery location we have in our records for you or other such contact information as you may provide to us for the Service so that we may send you certain information about your applicable account.

There is no service fee for the Alerts and Text Banking services but you are responsible for any and all charges, including fees associated with text messaging imposed by your Communication Service Provider. **Message and data rates may apply. Such charges include those from your Communication Service Provider.** Message frequency depends on user preferences. **To cancel the Alerts and Text Banking services, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746). You expressly consent to receipt of a text message to confirm your "STOP" request.** For help or information on the Alerts and Text Banking services, send HELP to 24273. For additional assistance with the Alerts and Text Banking services, contact customer service at 877-CHASEPC (877-242-7372) **(J.P. Morgan Online clients only call 866-265-1727).**

## 4. Records; Communications

Our records shall be presumed to accurately reflect the contents of your Instructions to us and, in the absence of manifest error, will be binding and conclusive.

You agree to provide a valid email address so that we may send you certain information related to the Digital Platforms and Services, including for the purpose of servicing or managing any of your accounts. You will immediately notify us if any phone number, email address, or other contact information you have provided is (a) surrendered by you, or (b) changed by you.

You consent to receive electronic communications and disclosures from us related to the Digital Platforms and Services, including any Card or Chase P3 Card. You agree that we can contact you by email at any email address you provide to us in connection with any J.P. Morgan Chase product, service or account, or through the mobile device on which you have downloaded the Chase Mobile app. It may include contact from companies working on our

behalf to service your accounts. If at any time you revoke your consent to receive such electronic communications and disclosures, certain Services may be cancelled, including your P3 activation.

Unless otherwise prohibited by law or the applicable privacy policies, any communication or material you transmit to us via the Digital Platforms, the Services, or email is on a non-confidential basis and we may use such communication or material for any purpose, including reproduction, publication, broadcast and posting. We are entitled and, in some cases, obligated, to monitor, retain and review all communications to us or made via the Digital Platforms or Services, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations, and to maintain the security of the Digital Platforms and Services. You agree that information you provide to us in connection with this Agreement will be complete and accurate.

By accessing the Digital Platforms and using the Services, you agree we may send you emails and other notifications through your mobile device or tablet device regarding benefits and features that you may receive in connection with the Digital Platforms and Services. When you give us your mobile phone number, we have your permission to contact you at that number about all your accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. You may contact us at any time to change these preferences or to opt out of these communications.

You agree that you will not transmit securities trade orders or any other transactional instructions, including Instructions, to us using email, text or other electronic means not designed by us to accept such instructions. You acknowledge that we will not act upon instructions, including Instructions, transmitted through email, text or other electronic means not designed by us to accept such instructions and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by such means within the time frame contemplated by you.

## **5. Account Information**

Account information and data is provided to you on the Digital Platforms or in connection with any Service as a convenience and is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in the Paperless Statements Service, will remain the official record. Information provided on the Digital Platforms or through any Service is generally updated regularly, but is subject to adjustment and correction, and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## **6. Cutoff Times**

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on

your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On Date that is the Current Day or next Business Day may start to process immediately, and may be Funded prior to the requested Send On Date.

## **Internal Review**

All scheduled funds transfer requests referenced in this Agreement (e.g., Bill Payments, Transfers, Zelle, Wires, etc.) are subject to internal review, including but not limited to fraud review and, where applicable, for compliance with OFAC or other regulations, which includes the recipient of your transaction, and your transaction may be delayed or held and may not be approved. In addition, we may need to contact you to verify information about your funds transfer during that internal review. During our internal review, we may subtract funds from your account or place a hold on your account which may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

## **7. Notices Associated with Electronic Communications, Change in Terms of this Agreement, or New Features**

We may, from time to time, amend or change this Agreement (including applicable fees and service charges) or update, discontinue or modify any of the Digital Platforms, Services, or features to the Digital Platforms or Services (including adding additional/new Services), in our sole discretion. If we do so, we will notify you by posting the updated terms on the Digital Platforms. We may, at our option, also send you notice by email or by regular mail. Your use of the Digital Platforms and Services after we have made such changes or new Services or features available will be considered your agreement to the change. Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of the Digital Platforms and the Services.

You agree that by using the Digital Platforms and any Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement may be sent to you by any or all of the following sources, at our option: Any manner permitted by law including posting it on our website or on the Digital Platforms; through electronic notice given to any email we have for you, any other email address or phone number you provide to us, or sending mail to the current address we have on file for you.

## **8. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all Systems necessary for you to access and use the Digital Platforms and Services, including your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. You acknowledge that there are

certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Systems used to access the Digital Platforms and Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access the Digital Platforms and Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the EULA or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Services in any manner that interferes with the operation of the Digital Platforms or the Services.

## **9. Passwords and Other Sensitive Information**

### **General**

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Platforms and Services, you agree to protect and keep confidential your Card numbers, account numbers, PINs, user IDs, Passwords, or other means of accessing your accounts via the Digital Platforms or Services. We may at our option change the parameters for your Password without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Digital Platforms or Services.

The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, user IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line if you have a Business Account, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, user IDs, and/or Passwords to any person or entity, including any employee or agent, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity(ies), including any data aggregation service providers, to use the Digital Platforms, any Service, or to access or use your Card numbers, account numbers, PINs, user IDs, Passwords, or other means to access your accounts, you are authorizing any transactions and activities performed by them and are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by any person or entity to whom they may provide that personal and account information.

**If you believe someone may attempt to use or has used the Digital Platforms or Services to access your accounts without your permission, that any of your Passwords**

**or user IDs have been lost or stolen, or that any other unauthorized use, including Transfers, or security breach has occurred, you agree to immediately notify us at 877-CHASEPC (877-242-7372) (J.P. Morgan Online clients only, call 866-265-1727 or 302-634-5115 for international clients).**

ACCOUNT ACCESS THROUGH THE DIGITAL PLATFORMS OR SERVICES IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE DIGITAL PLATFORMS OR SERVICES, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

### **Special Provision for Business Customers**

Any user ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Digital Platform or Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ or is no longer a representative of the entity to which that Password has been assigned.

## **10. Interruptions in Service; Risks of Electronic Transactions and Access to Information**

The Digital Platforms and Services are typically available for your use 7 days a week, 24 hours a day. However, we may from time to time (a) perform maintenance on the Digital Platforms or any Service or (b) experience hardware, software, or other problems related to the Digital Platforms and Services, resulting in interrupted service, delays or errors in the Digital Platforms and/or Services.

Your ability to access the Digital Platforms or any Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Digital Platforms or Services are not available for transactions or if conditions render its use inappropriate, you agree to use alternative means to conduct transactions or place your orders, such as calling your J.P. Morgan Chase representative or the call center servicing your account. We will not be liable to you if you are unable to access the Digital Platforms or the Services, or complete transactions through them.

## **11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE, OUR AFFILIATES, ANY OF OUR THIRD PARTIES, AND ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES,

AFFILIATES, AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE DIGITAL PLATFORMS, SERVICES, OR PRODUCTS, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT WE MAY RELY ON THE PAYMENT DETAILS, INSTRUCTIONS, AND RECIPIENT DETAILS THAT YOU PROVIDE AND THAT WE, OUR AFFILIATES, AND OUR THIRD PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR RESOLVING PAYMENT DISPUTES OR OTHER DISPUTES REGARDING SENDING, RECEIVING, OR REQUESTING MONEY THROUGH THE DIGITAL PLATFORM, SERVICES, OR PRODUCTS WE OFFER.

Any provision of this Agreement that limits our liability does not negate our duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit our liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

This Section 11 shall survive termination of this Agreement.

## **12. Representations, Warranties, and Covenants of Customer**

You represent, warrant, and covenant to us that:

- you are authorized to enter into this Agreement, including each Addendum, as applicable, and to bind you and your business (as applicable) hereto;
- you shall obtain all written authorizations necessary to enable us to perform the Services and that are required by applicable law, rules, and regulations, and shall furnish us with copies of authorizations if requested;
- you will not use any Service for international ACH transactions, which are prohibited under this Agreement;
- you will comply with this Agreement and all laws, rules and regulations applicable to you in your use of the Digital Platforms, Services, and Products, including those pertaining to (a) exports or imports of software and related property; (b) use or remote use of software and related property; or (c) registration of any Addendum;
- you are authorized to have viewing access to any account that you access through the Digital Platforms or any Service;
- you will provide true, accurate, current and complete information about yourself and your accounts (including any External Accounts) and you will not misrepresent your identity or your account information (including any External Account information); and
- you will not use the Digital Platforms or any Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

## **13. No Warranties by J.P. Morgan Chase**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT WE PROVIDE NO WARRANTIES REGARDING YOUR USE OF THE DIGITAL PLATFORMS AND SERVICES. THE DIGITAL PLATFORMS AND SERVICES ARE INFORMATION, SOFTWARE, HARDWARE, CAPTURE DEVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ANY OF OUR THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT THE DIGITAL PLATFORMS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE DIGITAL PLATFORMS, SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL PLATFORMS AND SERVICES AND ALL INFORMATION, PRODUCTS, CAPTURE DEVICES, SOFTWARE, HARDWARE AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL PLATFORMS OR SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **14. Disputes and Arbitration**

You and we agree that, upon the election of either of us, any claims or disputes (as defined below) pertaining to the digital platforms, products, and services in this agreement will be resolved by binding arbitration as discussed below and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("**FAA**"). Any dispute, claim or controversy about the underlying accounts, loans, credit cards, etc. will be resolved pursuant to the provisions of the Other Documents (as defined in Section 1 above) pertaining to them. Any dispute, claim or controversy in connection with an Investment Account will be resolved pursuant to the provisions of the agreement governing your Investment Account and is not subject to the dispute provisions of this Section.

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL, AND YOU AND WE ARE ALSO WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

### **What claims or disputes are subject to arbitration?**

Claims or disputes between you and us about the digital platforms, products, and services in this agreement are subject to arbitration. Any Claims or disputes arising from or relating to this Agreement or any prior agreements of similar type between us are included. Claims or disputes are subject to arbitration, regardless of what theory they are based on or whether



they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

### **Can I (customer) cancel or opt out of this agreement to arbitrate?**

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of accepting this Agreement. Requests to opt out of this Agreement that are made more than sixty (60) days after the initial acceptance of this Agreement are invalid. If you already have pending litigation or arbitration against/with us when you accept this Agreement, any request to opt out of this arbitration clause will not apply to that litigation or arbitration. If you want to opt out, go to the Legal Agreements and Disclosures section of your [chase.com](https://chase.com) or [jpmorganonline.com](https://jpmorganonline.com) profile or on Chase Mobile or JP Morgan Mobile. Otherwise this agreement to arbitrate will apply without limitation. Opting out of this agreement to arbitrate will not affect the other provisions of this Agreement. If you validly opt out of this agreement to arbitrate, your decision to opt out will apply only to this arbitration agreement and not any other arbitration agreement.

### **What about class actions or representative actions?**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

YOU AND WE AGREE NOT TO:

- SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
- SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS WE AGREE;
- BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION, INCLUDING BUT NOT LIMITED TO PUBLIC INJUNCTIVE RELIEF.

Any question regarding the enforceability or interpretation of this section ("What about class actions or representative actions?") shall be decided by a court and not the arbitrator. If a court determines that any of the terms of this section are legally unenforceable for any reason with respect to a Claim or request for relief sought in connection with a Claim, then you and we agree that the arbitration and litigation shall proceed as follows: (1) all Claims or requests for relief for which arbitration is legally enforceable must be filed and adjudicated in arbitration; (2) any Claims or requests for relief for which arbitration is not legally enforceable

will be decided through litigation in court; (3) any Claims or requests for relief that are to be decided through litigation in court will be stayed pending completion of the arbitration of all other Claims or requests for relief; and (4) when litigation in court resumes, the Court may consider but will not be bound by any determination made by the arbitrator. By way of example, if a Claim seeks both public injunctive relief and other relief, and the prohibition on an award of public injunctive relief is found to be unenforceable, then the request for public injunctive relief will be decided in litigation in the court after Claims seeking other relief had been adjudicated in arbitration on an individual basis. For the avoidance of doubt, no arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

### **Does arbitration apply to Claims involving third parties?**

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any person who is listed on your account, and "we" includes J.P. Morgan Chase, all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

### **How does arbitration work?**

The party filing a Claim in arbitration must select JAMS or the American Arbitration Association ("**AAA**") as the arbitration administrator. That organization will apply its rules and procedures in effect at the time the arbitration is commenced. If there is a conflict between the applicable rules and procedures and this arbitration agreement and/or this Agreement, this arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law and consistent with the FAA. A single arbitrator will conduct the arbitration and will apply applicable substantive law, including the Uniform Commercial Code, statutes of limitation, conditions precedent to suit, and recognized principles of equity, will honor claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above).

### **Is the arbitrator's decision final? Is there an appeal process?**

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided

under the FAA.

### **Who will pay for costs?**

Unless the arbitration administrator waives your initial filing fee to commence arbitration, you are obligated to pay that fee but, if a settlement is reached between you and us prior to the hearing, we will reimburse you for up to \$500 for filing fees as part of the negotiated terms of the settlement. If a settlement is not reached prior to the hearing, we also will pay any fees for the arbitrator and arbitration administrator for the first two days of any hearing. If you are the prevailing party in the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. Except as provided above, all other fees will be allocated between you and us according to the arbitration administrator's rules and applicable law.

### **How do I (customer) file an arbitration claim?**

Rules and forms may be obtained from, and Claims may be filed with, JAMS ([www.jamsadr.com](http://www.jamsadr.com)) or the AAA ([www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

This Section 14 shall survive termination of this Agreement.

## **15. Restrictions**

You agree not to attempt to log on to the Digital Platforms or Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Digital Platforms from one of these countries may result in your access being restricted and/or terminated.

## **16. Privacy**

Your privacy and the security of your information are important to us. Our online privacy policy and, where appropriate, our U.S. consumer privacy notice, as amended from time to time (available online at [chase.com](http://chase.com) and [jpmorganonline.com](http://jpmorganonline.com)), apply to your use of the Digital Platforms and any of the Services. Our privacy notices, which include details about our information sharing practices and your right to opt out of certain information sharing, were provided to you when you opened your account with us. The notices can be viewed by clicking on the "Security & Privacy" tab, then "Data Privacy" or by scrolling to the bottom of our website pages and clicking the "Privacy" link.

## **17. Indemnity**

You acknowledge and agree that you are responsible for your conduct while using the Digital Platforms and Services and agree to indemnify, defend, and hold us, our affiliates, and each

of our respective officers, directors, shareholders, employees and agents (the “**J.P. Morgan Chase Indemnified Parties**”) harmless from and against any loss, claim, damage, liability, cost or expense of any kind (including reasonable attorneys’ and expert witness fees and expenses and all costs of investigation) (collectively, “**Losses**”) in connection with any third party claim resulting or arising from:

- your use of the Digital Platforms, any Service or Product, or the use of the Digital Platforms or any Service or Product by anyone using your Card number, account number, PIN, user ID or Password or your violation of this Agreement or the rights of any third party (including privacy rights);
- your acts or omissions;
- breach by you of any representation, warranty or covenant made by you under this Agreement or the Other Documents;
- willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any other person or entity (other than us);
- any transmission or Instruction, whether or not authorized, acted upon by us in good faith and in reliance upon the user IDs and Passwords;
- our acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting view only, view and update and view and transact privileges to the Services to your agent(s), attorney(s)-in-fact, or other third parties;
- your provision of a phone number, email address, information and photographs associated with recipients contained in your mobile device contacts, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance;
- any warranty or indemnity that we make with respect to an Item under any and all laws, regulations and industry and clearing house rules, including the 21st Century Act and Federal Reserve Board Regulations CC and J, applicable to the Items; and
- your infringement, misappropriation, or violation of any property or other right of any third party.

For purposes of clarity, if you are a business entity, the obligations under this Section 17 will extend to the acts and omissions of your employees, consultants, and agents.

We shall provide you with prompt notice of any third party claims and shall reasonably cooperate with you in your defense of any such claims; provided, however, you shall have no authority to settle any claim against any J.P. Morgan Chase Indemnified Party without the prior written consent of such J.P. Morgan Chase Indemnified Party (which consent shall not be unreasonably withheld).

Your obligations under this Section 17 shall be in addition to any obligations contained in the Other Documents and shall survive termination of this Agreement.

## **18. Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly

before a system failure or interruption should be verified by you through means other than the Digital Platforms or Services to ensure the accuracy and completeness of such transaction(s). Except as otherwise provided by law, you assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected. In addition, you will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

## **19. Authorization for Minors and Children to Access Digital Platforms and Services**

We may allow you to grant your child use or access to certain Digital Platforms and Services that are linked to your profile on the Digital Platforms. If you authorize us to grant your child such use or access, you acknowledge and agree that this Agreement, and any applicable digital wallet agreement or third-party wallet agreement, will apply to your child. You further agree and accept full responsibility for your child's use of the Digital Platforms and Services, including any liability that he or she may incur in connection with their use of the Digital Platforms or Services.

## **20. Intellectual Property**

### **Licenses**

The Digital Platforms offer a variety of content, products and services. We grant to you, for your personal or, if you are a business, internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use the Digital Platforms and Services, as well as any software, in object code. Any software provided through the Digital Platforms must be downloaded by you in the United States. You agree not to use the Digital Platforms or Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Digital Platforms without our prior written consent. To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Services, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("**Products**") for use only directly in conjunction with its permitted use of the applicable Service.

### **Title and Ownership**

You acknowledge and agree that: (a) other than your electronic records stored by the Digital Platforms or the Services, all content included in or available through the Digital Platforms and Services is the property of JPMC and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Digital Platforms and Services is the exclusive property of JPMC and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and

service marks displayed on the Digital Platforms or Services (collectively, "Trademarks") are the registered and unregistered trademarks of JPMC or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Digital Platforms or any Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of JPMC or the third party which has rights to such Trademark, as appropriate.

Except for the licenses granted to you under this Agreement, all rights, interest and title in and to the Digital Platforms and Services, associated content, technology, application, website(s) and Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Digital Platforms, Services, or Products. Your use of the Digital Platforms, Services, and Products is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Digital Platforms and Services. Without limiting the foregoing, you may not use the Digital Platforms, Services or Products (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect.

## **Use**

You shall use the Digital Platforms, Services, and Products solely for your personal or internal business purposes. For purposes of this clause, you may not use the Digital Platforms or any Service or Product for time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Digital Platforms, Services, and Products.

You will notify us in writing regarding any unauthorized use or disclosure of the Digital Platforms, Services, or Products immediately after it becomes known to you.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, reverse compile, reverse-assemble, disassemble, attempt to derive the source code of, or modify, copy, or create derivative works of any portion of the Digital Platforms or any Services or Products; (b) display, assign, sublicense, distribute, export, resell, or otherwise transfer any interest in this Agreement or the Products to any third party; (c) remove any proprietary or intellectual property rights notices or labels on the Digital Platforms; or (d) otherwise exercise any other right to the Digital Platforms not expressly granted in this Agreement. We, or our licensors, own all right, title and interest, including all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to the Digital Platforms, Services, and Products (including the products and services accessed through the Mobile Services). No license or other right in or to the Digital Platforms, Services, or Products is granted to you except for the rights specifically set forth in this Agreement.

## **Installation, Training and Maintenance**

Except as otherwise expressly set forth in this Agreement, you will be solely responsible for the installation, training and maintenance of the Digital Platforms, Services, and Products. It is

your (and expressly not our) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

## **Patent Infringement**

In the event the Products become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.

## **Suggestions**

Upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

## **21. Confidentiality**

You acknowledge that the Digital Platforms, Services, and Products constitute trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Digital Platforms, Services, and Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Digital Platforms, Services, and Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Digital Platforms, Services, and Products as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Digital Platforms, Services, and Products. This Section 21 shall survive termination of this Agreement.

## **22. Links**

Our websites may contain third party content and links to other third party apps or web sites (collectively, "**Linked Sites**"). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites. We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

## **23. Right to Audit**

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us to aid in the clearing and collection process, to resolve claims by third parties

with respect to any Item, or for audit purposes.

## **24. Termination and Suspension; Assignment; Survival**

We may terminate or suspend this Agreement or any Addendum, or terminate, suspend, restrict, or limit your access privileges to the Digital Platforms or any Service (including use of [clearXchange.com](https://clearXchange.com)), in whole or part, at any time for any reason or no reason without prior notice, including your failure to access the Digital Platforms or Services for a period of three (3) months or greater, for reasons involving your use of the Digital Platforms or Services which we may deem to be illegal or potentially brand damaging, or when you no longer have an eligible account. We may determine other eligibility criteria and decline or prevent any or all transactions through the Digital Platforms or the Services, each in our sole discretion. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Digital Platforms and Services and delete any applicable copies. For the avoidance of doubt, we may (a) assign our interest in this Agreement, in whole or in part, to our successors or to any now-existing or future direct or indirect subsidiary of us or our affiliates or (b) assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

You may not assign this Agreement.

After this Agreement or any Addendum terminates, the terms of this Agreement and that Addendum that expressly or by their nature contemplate performance after such termination will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting our confidential information, requiring indemnification and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement or an Addendum terminates.

## **25. Notice of Claims**

If you receive notice of any Claim regarding the Digital Platforms or any Service, you shall promptly provide us with a written notice of it.

## **26. Waiver; Severability**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to



persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

This Section 26 shall survive termination of this Agreement.

## 27. Entire Agreement

This Agreement, including the Other Documents, constitutes the entire agreement between you and us and supersedes all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary.

## 28. Governing Law

Disputes related to the Digital Platforms or Services covered by this Agreement shall be governed by the substantive law of the State of New York, without regard to choice of law principles.

Any disputes relating to your account(s) or Cards accessed through the Digital Platforms or Services shall be governed by the laws set forth in the underlying applicable account or cardmember agreement.

This Section 28 shall survive termination of this Agreement.

## GLOSSARY

<b>“ACH” or “Automated Clearing House”</b>	Refers to an electronic deposit to, or withdrawal from, your account that we receive or send through the “automated clearing house” network.
<b>“Addendum”</b>	Refers to each addendum to this Agreement, including any addendum that we may add in the future.
<b>“Agreement”</b>	Refers to this Digital Services Agreement, together with the Addenda, as amended or modified from time to time.
<b>“Alerts”</b>	Refers to a service which provides customers text message communications, email communications and push notifications regarding their accounts from JPMC.
<b>“Bill Payment(s)”</b>	Refers to a one-time payment or repeating payments made from an eligible account to companies, merchants, individuals or Chase Loans or Credit Accounts. This can include JPMC for payments to Chase Loan or Credit Accounts.
<b>“Business Account”</b>	Refers to any deposit account, such as a checking or savings account, you have with us that is used for business (non-personal) banking purposes.
<b>“Business Day”</b>	Refers to Monday through Friday, excluding federal holidays. For purposes of Transfers to or from Investment Accounts via Internal Transfers, the term “Business Day” also excludes Good Friday.

<b>“Cancelled”</b>	Refers to when a payment or Transfer, including any ACH Collection or ACH Payment, will neither be processed nor sent for any reason.
<b>“Card”</b>	Refers to any credit and/or debit card issued by us.
<b>“Chase Business Online”</b>	Refers to the online, client-facing platform, <a href="http://www.chase.com/business">www.chase.com/business</a> , on which JPMC customers who hold a Business Account may conduct online banking and access the Online Services.
<b>“Chase Loan or Credit Account”</b>	Refers to one of our loan or credit accounts (including a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee.
<b>“Chase Mobile”</b>	Refers to the mobile platform on which JPMC customers may conduct mobile banking and investing and access the Mobile Services.
<b>“Chase Online”</b>	Refers to the online, client-facing platform, <a href="http://www.chase.com">www.chase.com</a> , on which JPMC customers may conduct online banking and investing and access the Online Services.
<b>“Claim”</b>	Refers to any dispute, claim or controversy arising now or in the future under or relating in any way to this Agreement, including the Digital Platforms Account or Services.
<b>“Communication Service Provider”</b>	Refers to an entity offering the transmission, routing, or providing of connections for communications or access via the telephone.
<b>“Consumer Account”</b>	Refers to any deposit account, such as a checking or savings account, you have with us that is established primarily for personal, family or household banking purposes.
<b>“Current Day”</b>	Refers to a payment, including a Bill Payment, ACH Collection, or Transfer, from an account held by us that is scheduled with a present day Send On Date; or the next Business Day if scheduled after the Cutoff Time.
<b>“Cutoff Time”</b>	Refers to the time by which we must receive Instructions to have them considered entered on that particular Business Day. See each Addendum for additional details.
<b>“Deliver By Date”</b>	Refers to the date you would like your payment (including Bill Payment or ACH Payment) or Transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee.
<b>“Delivery Method”</b>	Refers to the way your payment is transmitted (i.e., either electronically or via check).
<b>“ET”</b>	Refers to Eastern Standard Time.
<b>“EULA”</b>	Refers to an end user license agreement or software license agreement whereby a licensor and purchaser establish the purchaser’s right to use the software.
<b>“External Account”</b>	Refers to checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder

	of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Services.
<b>“External Transfers”</b>	Refers to the portion of the Transfers Service that allows you to issue Instructions to us for payments or Transfers, as applicable, to or from accounts not held by us. External Transfers can be used to Transfer funds between an eligible account held by us and an External Account.
<b>“From Account”</b>	Refers to an eligible account from which a payment, including a Bill Payment or ACH Payment, Transfer, or other transaction using the Services is being requested by you, from which such transactions will be made or transferred.
<b>“Funded”</b>	Refers to when a payment amount has been withdrawn from the available balance or available credit of your From Account or when an amount to be Transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account.
<b>“Funding Failed”</b>	Refers to when a payment (including an ACH Payment or Bill Payment) or Transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted Transfer from your External Account could not be completed.
<b>“Funds Needed”</b>	Refers to when an Instruction is not processed because the respective From Account had insufficient funds or available credit to complete the transaction after the first and/or second attempt to withdraw the funds.
<b>“Future Dated”</b>	Refers to Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and Transfers. Future Dated Collections include any Instruction entered after the Cutoff Time on any Business Day or any Instruction entered on a non-Business Day.
<b>“Information Providers”</b>	Refers to information providers for securities prices and quotations available on the Services. These will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties.
<b>“Instructions”</b>	Refers to the information provided by you or the sender to us for (i) a payment, including a Bill Payment, ACH Payment, or Transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account, (ii) an ACH Collection to be collected from the Payor, or (iii) the funds to be delivered to the Payee or To Account (including Payee or To Account name, account number, and

	Deliver By Date).
<b>"Internal Transfers"</b>	Refers to the portion of the Transfers Service that allows you to issue Instructions to us for transfers between two eligible accounts held by us.
<b>"Internet Service Provider"</b>	Refers to an entity offering the transmission, routing, or providing of connections for digital communications or access via the Internet.
<b>"Investment Account(s)"</b>	Refers to certain non-FDIC insured investment products and services offered by J.P. Morgan Chase and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC.
<b>"Item"</b>	Refers to a paper check or other paper source document only payable in U.S. Dollars.
<b>"JPMC", "J.P. Morgan Chase", "J.P. Morgan Chase Bank, N.A.", "JPMorgan Chase Bank, N.A.", "Chase"</b>	Refers to JPMorgan Chase Bank, National Association, any parent company, subsidiary, affiliate, licensee, predecessor, or successors of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the applicable Service.
<b>"J.P. Morgan" and "JP Morgan"</b>	Refers to J.P. Morgan Securities LLC.
<b>"J.P. Morgan Mobile"</b>	Refers to the mobile, client-facing platform on which certain JPMC customers, including clients of our Private Bank manage their assets and access their investment, banking and credit account information.
<b>"J.P. Morgan Online"</b>	Refers to the online, client-facing platform, <a href="http://www.jpmorganonline.com">www.jpmorganonline.com</a> , on which certain JPMC customers, including clients of our Private Bank manage their assets and access their investment, banking and credit account information.
<b>"Mobile Services"</b>	Refers to any mobile products, services, functionality and associated documentation or software available on Chase Mobile or J.P. Morgan Mobile through the use of a mobile device or tablet device.
<b>"NACHA"</b>	Refers to the National Automated Clearing House Association.
<b>"NACHA Rules"</b>	Refers to the Operating Rules of NACHA, as amended from time to time.
<b>"Online Services"</b>	Refers to any online products, services, functionality and associated documentation or software available on Chase Online or J.P. Morgan Online through the use of a desktop computer or laptop.
<b>"Password"</b>	Refers to a password used to access your profile on the Digital Platforms or any Service (as applicable).
<b>"Paperless Statements"</b>	Refers to the service whereby customers can elect to receive certain communications from us in an electronic format. These

<b>Service"</b>	communications include any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, prospectuses, trade confirmations, notices, responses to claims, transaction history, privacy policies and other information that we are required by law to provide to you in writing.
<b>"Paid"</b>	Means a payment made via paper check has been completed because the check has been presented to Chase for payment.
<b>"Payee"</b>	Refers to the merchant or other person or entity to whom you designate a payment or Transfer to be directed.
<b>"Pending"</b>	Refers to any Instruction that you have ordered or requested to be made which has not been Cancelled by you before the Cutoff Time on the Send On Date. All Future Dated ACH Collections and ACH Payments are "Pending" starting from the time you enter Instructions until they are released by us or "Funded".
<b>"Person"</b>	Refers to a natural person or a business, government, or nonprofit entity.
<b>"Primary Account"</b>	Refers to the checking or prepaid account, if eligible, you designate for paying any potential monthly service fees.
<b>"Processed"</b>	Means an electronic payment has been sent to the payee; however, since electronic payees do not provide us with confirmation of receipt or processing of electronic payments, you need to contact payee directly for confirmation.
<b>"RDFI"</b>	Refers to the receiving depository financial institution.
<b>"Receiver"</b>	Refers to a Person that receives a payment through the Real-Time Payments Service.
<b>"Receiver Addressing Information"</b>	Refers to addressing information of the Receiver, which may include the Receiver's account number, routing number, phone number, and/or email address, as applicable.
<b>"Regional ACH"</b>	Refers to the applicable automated clearing house.
<b>"Repeating Bill Payments"</b>	Refers to automatic recurring Bill Payments or Transfers to the same Payee or To Account, respectively, for the same amount (or varying amount, in the case of variable automatic bill payments) which you can authorize for transmission.
<b>"Rules"</b>	Refers to the rules of NACHA and any Regional ACH.
<b>"Send On Date"</b>	Unless otherwise defined in this Agreement, refers to the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On Date may or may not be the date funds are withdrawn from your From Account.
<b>"Sender"</b>	Refers to a Person that sends a payment through the Real-Time Payments Service.
<b>"Sending Financial Institution"</b>	Refers to us, when you are the Sender, and means the financial institution that holds the Sender's account, when you are the

	Receiver.
<b>"Systems"</b>	Refers to all software, hardware or other equipment necessary for you to access and use the Digital Platforms and Services.
<b>"Text Banking"</b>	Refers to mobile text messaging related services initiated by you for the purpose of accessing certain account related information and/or conducting certain money movement activities.
<b>"To Account"</b>	Refers to the account to which funds will be transferred as requested by you via any of the Services.
<b>"Transfer Date"</b>	Refers to the date we will begin the delivery process for Transfers made via the Internal Transfer Service, or the External Transfer Service. For clarity, this is the date the Transfer request will be sent.
<b>"Transfers"</b>	Refers to a transfer of funds pursuant to an Instruction to move funds electronically from one account to another.
<b>"We", "our", "us"</b>	Refers to JPMorgan Chase Bank, National Association and J.P. Morgan Securities LLC (as applicable).
<b>"You", "your", "them", "user"</b>	Refers to (i) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co- trustee of a trust account), (ii) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account, or (iii) an individual with secure sign-on credentials to the Digital Platforms.

## **Addendum: Access and Security Manager Online Service**

(For Business Customers Only)

Last updated: 10/04/2021

This Addendum governs your use of the Access and Security Manager Online Service (for purposes of this Addendum, the **"Service"**) and contains terms applicable to both Business Accounts and Consumer Accounts. Sections 1 and 2 apply equally to both Business Accounts and Consumer Accounts, Sections 3-5 apply only to Business Accounts and Section 6 applies only to Consumer Accounts.

The Service is a feature that allows customers to delegate certain functions of the Online Services to one or more sub-users. In Sections 1-5 below, the term "you" and "your" means the business entity applying for or using the Online Services. If you are the Account Administrator (as defined below), the terms "you" or "your" also mean, as applicable, (a) in Sections 1-5 below, you in your capacity as an authorized representative of a business entity in whose behalf you utilize the Service and (b) in Sections 1-2 (as applicable) and Section 6 below, you in your individual and personal capacity with respect to your Consumer Accounts, including Consumer Accounts you link to a Business Account for access to the Online Services (and not in your capacity as representative of the business for which you are the Account

Administrator).

Except as otherwise set forth in this Addendum (including the definitions section located at the end of this Addendum), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

## **TERMS AND CONDITIONS APPLICABLE TO BOTH BUSINESS ACCOUNTS AND CONSUMER ACCOUNTS**

### **1. Changes to Existing Account Documentation**

You agree not to request that a Business Account be linked to a Consumer Account (or vice versa) if the Business Account allows multiple signers to transact on the account. You agree not to change Business Account documentation to change signers, to change names, or to allow additional signers on any account linked for the Online Services until you have first notified us by calling 877-CHASEPC (877-242-7372) or writing to us at Chase Online Customer Service, P.O. Box 2558, Houston, TX 77252-9968, to terminate access to such accounts. No such change will be effective until we receive such notice at the phone number or address set forth above and have a commercially reasonable opportunity to act upon it.

### **2. Indemnity**

In addition to the indemnities set forth in the General Terms and Conditions, you shall indemnify, defend and hold the J.P. Morgan Chase Indemnified Parties harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) failure by you or your Account Administrator to abide by or perform any obligation imposed upon you or your Account Administrator under the Agreement; (b) the actions, omissions or commissions of you and your agents, including your Account Administrator and any Authorized User relating to the Services; (c) any delay in the execution of any of your instructions to add, delete or modify the access rights of any Account Administrator or any Authorized Users until we have a commercially reasonable opportunity to act upon any notice given in accordance with the terms of this Agreement.

## **ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS ONLY (See Section 6 below for Additional Terms and Conditions Applicable to Consumer Accounts Only)**

### **3. Authority of Account Administrator**

You authorize the Account Administrator to appoint any number of Authorized Users to access, view and/or transact on your accounts via the Online Services, to communicate with and receive communications from us via the Online Services, and you hereby ratify and confirm any and all such activities of the Account Administrator, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted

to the Account Administrator. You further authorize any Authorized User designated by the Account Administrator to access, view and/or transact on your accounts via the Online Services and to communicate with us via the Online Services, and you hereby ratify and confirm any and all activities of such Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Account Administrator. You hereby delegate to any Authorized User, any right you have to receive communications from us relative to issues communicated to us by such Authorized User via the Online Services or otherwise. You are responsible for maintaining the security of any user IDs and Passwords issued to any Authorized User or Account Administrator and for any financial transactions performed or information received using such user IDs and Passwords to the fullest extent allowed by law. You are also responsible for the administration, monitoring and control of any Authorized Users in connection with their use of the Online Services.

#### **4. Issuance of User IDs and Passwords to Account Administrator**

You understand and agree that each Account Administrator is authorized to: (a) request us to issue user IDs, Passwords or any other security code or device to be used in connection with the Online Services; (b) receive, act upon, use and disseminate for use by others on your behalf all such user IDs, Passwords, codes or devices and all documents and correspondence assigning, confirming or otherwise containing same; and (c) receive and act upon all other notices, documents and correspondence from us respecting the Online Services including any changes or supplements to this Agreement.

#### **5. Changes to Account Administrator**

You understand and agree to advise us immediately of any changes in the identity of the Account Administrator. Access to the Online Services by the Account Administrator as provided herein shall continue until such time as you have given us written notice of any changes to the Account Administrator and until we have had a commercially reasonable time to act upon such notice. You further understand and agree that changes to the Account Administrator will not automatically affect the access or entitlements of the Authorized Users to your accounts via the Online Services. It is your responsibility to maintain the entitlements of the Authorized Users at all times; provided, however, that we may at our option and without liability to you, suspend access to the Online Services to any user at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

### **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CONSUMER ACCOUNTS**

#### **6. Links to Consumer Accounts**

You understand that by providing access by an Authorized User to your Consumer Accounts that you are authorizing such Authorized User to: (a) view and access such accounts; (b) perform any and all transactions available on the Online Services relative to such accounts; (c)



communicate with us about such accounts; and (d) receive communications from us about such accounts. You hereby ratify and confirm any and all of the foregoing activities of any Authorized User on your Consumer Account, whether currently existing or in the future, and whether or not such activities are within the scope of authority you intended to grant such Authorized User. You are responsible for maintaining the security of any user IDs and Passwords issued to any Authorized User in conjunction with access to your Consumer Accounts, and for any financial transactions performed or information received using such user IDs and Passwords to the fullest extent allowed by law. We shall have no liability to you, your representatives, heirs and assigns for allowing Authorized Users such access to your Consumer Accounts that you, as Account Administrator, have linked for the Online Services. You represent that if the Consumer Account is a joint account with another individual that you have obtained the permission of such individual to allow access by the Authorized User prior to adding such Authorized User and you are responsible for any and all claims arising from your failure to do so. You understand and agree to advise us immediately of any changes in the authority of the Authorized Users to access your Consumer Accounts. Access to your Consumer Accounts via the Online Services by any Authorized Users you have designated shall continue until such time as you have changed the profile of such Authorized Users to prevent such access. It is your responsibility to remove access to your Consumer Accounts by any Authorized Users within the Online Services prior to withdrawing or terminating your position as Account Administrator and you are responsible for any and all claims arising from your failure to do so. You further understand and agree that any subsequent Account Administrator on a Business Account will have access to your Consumer Accounts that you may have linked for the Online Services (including any and all online history with respect to such Consumer Accounts) until you have requested us to remove such accounts and we have a commercially reasonable time to act upon such request.

## DEFINITIONS

- **“Account Administrator”** means any signer on your Business Account or Consumer Accounts or any other person authorized by you to perform the Account Administrator activities designated herein. For Commercial Term Lending loans, Account Administrator also means (if applicable and at our sole discretion) a borrower, guarantor or key principal.
- **“Authorized User”** means any person or persons designated by the Account Administrator through the Online Services as authorized to perform certain activities within the Online Services, including the ability to access, view and/or transact on all your accounts linked for the Online Services and to communicate with us and receive communications from us, regarding your accounts.
- **“IP Security”** means an administrative procedure which we recommend that you activate and use with respect to each Authorized User that involves the Account Administrator registering and maintaining a current registration of all Internet Protocol (IP) addresses used by Authorized Users. This registration will be used for the purpose of assisting us in blocking access to the Service from unregistered IP addresses. Adoption of IP Security will only allow access to the Service via a mobile device if it is connecting via a registered IP address; connections via a cellular network (e.g., 4G network) will be blocked.

# Addendum:

## Account Aggregation Service

Last updated: 10/04/2021

This Addendum, in addition to the terms and conditions in your existing J.P. Morgan Chase account agreements, governs your use of the Data Aggregation Service, the Instant Account Verification Service, and the Aggregation Enabled Services (collectively for purposes of this Addendum, the **"Service"**).

In connection with your establishment of one or more bank, brokerage, and/or other accounts held at J.P. Morgan Chase, J.P. Morgan Securities LLC and/or certain other affiliated and unaffiliated custodians (each, an **"Eligible Custodian"**), we have offered to you, and you seek to engage us to provide, an informational and complimentary service by which we facilitate the provision of certain data for your accounts and assets held by Eligible Custodians which includes account balances, transaction history and other transaction-level data (**"Customer Data"**) by a third party service provider engaged by us (**"Aggregation Vendor"**). We are willing to perform such services for you and to provide you with information, reports, or analyses of the Customer Data and to use such data in connection with products and services you engage us to provide, and you have agreed to provide such information required to effectuate the transmission of Customer Data to us or our affiliates and Aggregation Vendor through data feed arrangements.

We may also allow you to connect to accounts held by you at financial institutions other than us or in Chase accounts you hold under another Chase profile or login (**"External Accounts"**) for the purpose of making transactions to and/or from an External Account you designate or for use of other online banking services offered by us. In order for you to connect those External Accounts, we will first need you to verify your account ownership and authority to access your External Accounts by confirming your ability to access those External Accounts.

We may allow you to use a service provided by us or through us to facilitate that External Account verification by your providing certain information, including but not limited to account number, user ID and password, or by your logging into your External Account through the verification service (the **"Instant Account Verification Service"**). Your use of the Instant Account Verification Service is subject to this Addendum and constitutes your assent to and acceptance of its terms.

### 1. The Data Aggregation Service

You engage us to provide Customer Data in a normalized and reconciliation ready format for purposes of reporting and analysis (**"Aggregated Data"**) to you for those accounts and assets held by Eligible Custodians as designated by you from time to time (the **"Data Aggregation Service"**). The Data Aggregation Service will provide instructions to you on how to aggregate Customer Data and, except to the extent used solely to support a transfer of assets to us, will make Aggregated Data available to you, including (if and when available) our website or mobile application and Aggregation Vendor's proprietary, web-based portal (the

**“Portal”**). The Data Aggregation Service may include other tools, services, features, and functionality, as needed and as we communicate to you. We accept the foregoing engagement and agree to provide the Data Aggregation Service in accordance with the terms and conditions set forth in this Agreement. Your engagement of us and continued use of the Data Aggregation Service will be deemed to constitute your acceptance of, and consent to, all such terms and conditions.

## **2. Instant Account Verification Service**

By using the Instant Account Verification Service, you authorize us and our subcontractors to use such information, access third party sites and retrieve information, on your behalf, for the purpose of verifying your authority and access to the External Accounts designated by you. In addition to any other powers of attorney or permissions granted herein, and for all purposes hereof, you hereby grant us and our subcontractors a limited power of attorney, and you hereby appoint us and our subcontractors as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SUBCONTRACTORS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND OUR SUBCONTRACTORS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party financial institutions shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Instant Account Verification Service is not endorsed or sponsored by any third party financial institutions accessible through the Instant Account Verification Service. You are licensing to us and our subcontractors any Customer Data, information, passwords, materials or other data or content (collectively, **“Content”**) you provide through or to the Instant Account Verification Service. We and our subcontractors may use such Content to provide the Instant Account Verification Service to you, and by submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and our subcontractors may use the Content for that purpose.

### **a. Scope of Use**

You agree that the results of the Instant Account Verification Service are for use by you, us and our subcontractors only in connection with the Instant Account Verification Service and providing the Data Aggregation Service. You agree not to reverse engineer or reverse compile any of the service technology, including any Java applets associated with the Instant Account Verification Service.

## **3. Use and Ownership of Customer and Aggregated Data**

Subject to applicable law, you hereby grant to us and Aggregation Vendor a worldwide, non-

exclusive license to Customer Data and Content for all purposes necessary and appropriate to provide the Data Aggregation Service, to generate Aggregated Data, to produce and deliver customized reports and analyses for you in connection with your banking, brokerage, or investment advisory relationship with us ("**Aggregation Reports**"), to provide other products and services you may engage us to provide from time to time ("**Aggregation Enabled Services**"), and otherwise as may be required to perform under this Addendum. Consistent with the foregoing, and subject to applicable law, you understand, acknowledge, and agree that: (a) Aggregated Data is our absolute property and that ownership will not revert to you following any termination of this Addendum; (b) we and Aggregation Vendor may use, modify, display, distribute, and create new material using Aggregated Data in connection with the provision of the Data Aggregation Service; (c) you may not copy, reproduce, distribute, or create derivative works from Aggregation Reports or any other content you receive through the Data Aggregation Service or Aggregation Enabled Services; (d) Aggregated Data can be accessed and viewed by individuals who support your relationship with us and as otherwise required to provide the Data Aggregation Service; (e) we and Aggregation Vendor may use Aggregated Data to help optimize your personal use of the Data Aggregation Service, to understand what other of our tools, features, or functionality may be beneficial to you, and to develop and provide you with other of our products or services; and (f) we and Aggregation Vendor may use Aggregated Data that does not identify you individually, whether by name or by any other means of personal identification, for our and their, respectively, own business purposes without notice to, or consent of, you, without any particular time limit and without the payment of any fees.

#### **4. Representations, Warranties, and Covenants**

As a condition to our engagement to provide, and continued provision of, the Service to you, you make the following representations, warranties, covenants, and agreements, as of the date hereof, and during such time as this Addendum remains in effect.

##### **a. Account Ownership and Authority**

You represent and warrant that you: (i) have legal ownership of all accounts and assets at Eligible Custodians, including External Accounts, that you designate for aggregation by the Service, (ii) have full power, right, and authority to authorize and permit us and Aggregation Vendor to receive the Customer Data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (iii) are not subject to any legal or regulatory limitations in respect of Eligible Custodians that would limit or restrict the Service's ability to request and receive Customer Data, and (iv) have all such rights in, and licenses to, the information contained in Customer Data and Content as may be required in order to permit you to grant to us the licenses granted hereunder, or have obtained such rights and licenses as are necessary for purposes of this Addendum.

##### **b. Provision of Accurate Information**

You agree to provide the Service with accurate, current, and complete information about your identity and those accounts and assets held at Eligible Custodians that you designate for

aggregation by the Service, including External Accounts, to maintain and update that information to keep it accurate, current, and complete, and to not misrepresent your identity or account information.

### **c. Authorization**

You agree, at the request of the Service, to execute, acknowledge, deliver, file, record, and publish any necessary authorizations on your behalf with each Eligible Custodian directing Customer Data to be transmitted to us and Aggregation Vendor and such other agreements, instruments, and documents, and to perform any and all such other acts and things as may be required to enable the transmission of Customer Data to us and Aggregation Vendor, or as may otherwise be deemed necessary or desirable to carry out the intent and purposes of this Addendum and to perfect more fully the rights and licenses granted to us and Aggregation Vendor hereunder. For the avoidance of doubt, no such authorizations will give us or Aggregation Vendor the ability to withdraw funds, make payments, or otherwise effect transactions in Eligible Accounts on your behalf.

### **d. Customer Validation**

You agree to independently validate Aggregated Data and to periodically confirm the accuracy of that data through sources independent of the Service and/or us. If you determine that data is inaccurate, incomplete, or otherwise contains misinformation, you agree to promptly contact us and/or the relevant Eligible Custodian and resolve the issue.

### **e. Unlawful or Prohibited Use**

You agree to only use the Service or Aggregation Reports for bona fide lawful purposes and not for commercial purposes, in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Addendum or any other agreements to which you or Eligible Accounts are subject.

## **5. Limited Power of Attorney**

In order to enable us to provide certain aspects of the Service, you authorize each of us and Aggregation Vendor to (a) provide authorizations on your behalf with an Eligible Custodian to the extent you do not do so directly, (b) request Customer Data pursuant to those authorizations, and (c) utilize the transmitted Customer Data to create Aggregated Data as may be required to provide the Service, Aggregation Reports, and Aggregation Enabled Services. To give effect to the foregoing, you hereby grant each of us and Aggregation Vendor a limited power of attorney and appoint each of us and Aggregation Vendor as your true and lawful attorneys-in-fact and agents, each with authority to act independently or jointly, as your true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for you and in your name, place, and stead, in any and all capacities, to enter into agreements with Eligible Custodians, request Customer Data, and use Customer Data, all as described in the preceding sentence and notwithstanding any privacy commitments previously made to you, with the full power and authority to do and perform each and every

act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WHEN WE OR AGGREGATION VENDOR IS PROVIDING SUCH AUTHORIZATIONS, AND REQUESTING INFORMATION FROM, ELIGIBLE CUSTODIANS, WE OR AGGREGATION VENDOR, AS APPLICABLE, IS ACTING AS YOUR AGENT AND NOT THE AGENT OF OR ON BEHALF OF THE ELIGIBLE CUSTODIAN. You hereby agree that each Eligible Custodian shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by you to us and Aggregation Vendor for all purposes hereunder. You understand that Eligible Custodians are not involved in providing the Data Aggregation Service and do not endorse or sponsor the Data Aggregation Service, nor do we endorse or recommend the services of any Eligible Custodian.

## **6. Fees**

We will provide the Service as a convenience to you for no additional compensation to us above and beyond that which you are obligated to pay under your account agreements and in connection with Aggregation Enabled Services; provided, however, that we reserve the right to change, or add to, the fees and expenses for the Service at any time upon notice to you. Separately, you are solely responsible for any and all fees and expenses that an Eligible Custodian charges in connection with the transmission of Customer Data to the Data Aggregation Service.

## **7. Warranty Disclaimers; Limitation of Liability**

### **a. Warranty Disclaimers**

You expressly understand and acknowledge the following warranty disclaimers regarding the Service: (i) the Service and all information, content, products, and services (including those of Aggregation Vendor) provided in connection therewith is at your sole risk; (ii) Aggregated Data will be effective as of the most recent Customer Data transmitted from the Eligible Custodian and may not be accurate if that transmission was not successfully completed or the information from the Eligible Custodian is otherwise not accurate or current; (iii) the Service is provided “as is” and “as available” for informational purposes only as a convenience to you, and is not intended for trading or transactional purposes or to replace official records and statements regarding your assets and accounts; (iv) you are responsible for making all financial decisions based on the information provided by the Service, which decisions will not be initiated or intermediated by or through the Service; (v) we are not acting as your administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Service; (vi) we will rely on the information you provide regarding Eligible Accounts, without further verification or validation; (vii) we expressly disclaim all warranties of any kind as to the Service and all information, products, services, and content (including those of Aggregation Vendor) provided in connection with the Service, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, functionality, title, and non-infringement, and any warranties implied by any course of dealing, course of performance, or usage of trade, and specifically disclaims any and all implied warranties; (viii) we make no warranty that the Service will (A) meet your requirements, (B) be uninterrupted,

timely, secure, error- or defect-free, (C) operate in a combination with any hardware, software, system, data, product, or service, (D) collect Customer Data and generate Aggregation Reports that are accurate, complete, or reliable, (E) provide information or content that meets your needs or expectations, (F) be able to request and aggregate your accounts and assets held at all of your custodians, and (G) provide content that is free of viruses, malware, errors, or other harmful components; (ix) we assume no responsibility for the timeliness, deletion, mis-delivery, delivery failure, or failure to store any Customer Data or communications with you pursuant to this Addendum, nor does it assume responsibility for any information communicated by you to us; (x) we may not correct any errors in the Service or Aggregation Reports; (xi) no advice or information, whether oral or written, obtained by you from us or related to the Service will create any warranty not expressly stated in this Agreement; (xii) we make no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Service content; and (xiii) any information or content provided to you in connection with the Service is provided at your own discretion and risk. In addition, no information, whether oral or written, obtained by you from the Service will create any warranty not expressly stated in this Addendum. The foregoing warranty disclaimers will apply to you notwithstanding anything to the contrary in this Addendum but subject to applicable law that does not allow the exclusion of certain warranties.

## **b. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS (INCLUDING AGGREGATION VENDOR), DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, THIRD PARTY FINANCIAL INSTITUTIONS AND SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, **"SERVICE PARTIES"**) WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, HOWSOEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF WE OR OUR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND/OR A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, WHICH ARE INCURRED AS A RESULT OF: (A) THE USE OR INABILITY TO USE THE SERVICE, CONTENT OR ANY OTHER MATTER RELATING TO THE SERVICE; (B) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (C) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY FINANCIAL INSTITUTION WEBSITE; (D) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES, INCLUDING THOSE RESULTING FROM ANY PRODUCTS, INFORMATION, CONTENT, OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER DATA OR CONTENT TRANSMITTED THROUGH THE SERVICE; (F) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION PROVIDED BY YOU TO THE SERVICE; (G) STATEMENTS OR CONDUCT OF ANYONE CONCERNING THE SERVICE; (H) THE SERVICE'S

RECEIPT OR INABILITY TO RECEIVE CUSTOMER DATA FROM ANY ELIGIBLE CUSTODIAN OR EXTERNAL ACCOUNT; (I) ANY ACT, OMISSION, PERFORMANCE, OR NON-PERFORMANCE OF US, AGGREGATION PROVIDER, OR ANY ELIGIBLE CUSTODIAN; (J) ANY MODIFICATION, INTERRUPTION, OR DISCONTINUATION OF THE DATA AGGREGATION SERVICE; (K) ERRORS, INACCURACIES, OR DELAYS IN CUSTOMER DATA OR AGGREGATED DATA, OR ANY ACTIONS TAKEN BY YOU IN RELIANCE THEREON; (L) DELAY, INTERRUPTION, OR FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER DUE TO CIRCUMSTANCES BEYOND THAT PERSON'S REASONABLE CONTROL (INCLUDING ACTS OF GOD, STRIKES, RIOTS, ACTS OF WAR, POWER OUTAGES, COMPUTER VIRUSES, MAINTENANCE ACTIVITIES, SYSTEM OR TELECOMMUNICATION FAILURES, FIRES, FLOODS, EARTHQUAKES, EXTREME WEATHER, OR CHANGES IN GOVERNMENTAL REGULATIONS); (M) THEFT, MISUSE, CORRUPTION, CONTAMINATION, LOSS, OR UNAUTHORIZED RELEASE OR RECEIPT OF CUSTOMER DATA OR AGGREGATED DATA; (N) ANY CHARGES IMPOSED BY ELIGIBLE CUSTODIANS; (O) DELIVERY FAILURES FOR NOTICES TO YOU; (P) ANY TRADING LOSSES, LOSS OF PROFITS, GOODWILL, USE, DATA, BUSINESS INTERRUPTION, LOSS OF PRIVACY, OR OTHER LOSSES OR DAMAGES OF ANY KIND ARISING FROM OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SERVICE; OR (Q) ANY OTHER MATTER ARISING FROM OR RELATED TO THE SERVICE OR YOUR USE OF AGGREGATION REPORTS. THE FOREGOING EXCULPATION PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN US AND YOU AND WE COULD NOT PROVIDE THE SERVICE WITHOUT THESE PROVISIONS. HOWEVER, IN NO EVENT WILL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00; THIS LIMITED REMEDY IS AGREED TO BY YOU AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE.

## **8. Aggregation Vendor**

Aggregation Vendor is a third-party service provider engaged by us to provide certain aspects of the Data Aggregation Service, acting pursuant to an agreement with us. You understand and acknowledge that (a) in order to provide the Data Aggregation Service, we and Eligible Custodians need to share Customer Data with Aggregation Vendor and you may need to access the Portal and/or other websites or content provided by Aggregation Vendor and (b) you have no direct contractual relationship with Aggregation Vendor under this Addendum and may not enforce contractual remedies against Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, you agree that we may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior notice to you. Upon request by us, you agree to execute amendments to outstanding Letters of Authorization and to take those other actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor.

## **9. Eligible Custodians**

We may add or remove Eligible Custodians at any time for any reason and have no obligation to provide notice to you of any such change. You agree, upon request by us or Aggregation Vendor, to take those actions necessary to terminate outstanding authorizations, enter into new authorization, or otherwise give effect to the addition or removal of Eligible Custodians. You understand and acknowledge that the financial institutions that have custody of your



accounts and assets may not be Eligible Custodians and therefore may be incompatible with the Data Aggregation Service.

## **10. Portal Access**

The Data Aggregation Service may provide you with access to Aggregated Data, Aggregation Reports, and/or Aggregation Enabled Services through Aggregation Vendor's Portal. You agree to abide by the terms of use applicable to the Portal as a condition of your use and access of the Portal and the Data Aggregation Service. Those terms of use, when provided to you, will be deemed to be incorporated into this Addendum and if you violate them, we expressly reserve the right to terminate your Portal access and/or this Addendum in accordance with its terms. References to the Data Aggregation Service in this Addendum will be understood to include your Portal access, as applicable.

## **11. Termination**

You may terminate this Addendum on reasonable notice to us by calling 877-CHASEPC (877-242-7372) or online. Your failure to terminate this Addendum after an amendment by us will be deemed to constitute your acceptance of, and agreement to be bound by, this Addendum, as amended. Notwithstanding anything to the contrary herein, this Addendum will terminate automatically (a) if your account agreements terminate for any reason, or (b) if you otherwise cease to be a J.P. Morgan Chase customer. Termination of this Addendum will not (i) result in the termination of your account agreements and (ii) terminate your obligations or our rights arising under this Addendum prior to termination. Following the termination of this Addendum, your access to the Service will cease and you may be required to take action to terminate any authorization remaining in effect.

## **12. General Provisions**

### **a. Dispute Resolution; Governing Law**

The parties agree that any dispute concerning this Addendum or the Data Aggregation Service will be resolved in accordance with the procedures contained in your account agreements and that the governing law provisions of your account agreements will apply with equal force to this Addendum.

### **b. Third-Party Beneficiaries.**

No party intends for this Addendum to benefit any third party not expressly identified or described herein, but the parties acknowledge that this Addendum is intended to benefit those third parties who are so identified or described as fully as if those third parties were parties to this Addendum. Without limiting the generality of the foregoing, Aggregation Vendor may rely upon your grant of a license under Section 3 and the authorization and grant of a limited power of attorney under Section 5, and Service Parties may rely upon the disclaimer of warranties and limitation of liability under Section 7, and those persons are, for the purposes of those Sections, third-party beneficiaries to this Addendum, entitled to the

benefits of and to enforce the rights and protections provided by those Sections as fully as if those persons were parties to this Addendum.

### **c. Survival**

If this Addendum terminates for any reason, the provisions of Sections 3, 4(e), 7, 11, as well as the provisions of this Section 12 will survive.

## **Addendum: ACH Collections Service**

***(For Business Customers Only)***

Last updated: 10/04/2021

This Addendum governs your use of the ACH Collections Service. Except as otherwise set forth in this Addendum (including Section 13 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

### **1. ACH Collections Service**

**Description of Services:** To use the ACH Collections Service you must maintain a checking account with us and designate one of your eligible checking accounts with us as your Primary Account for the Collection of recurring monthly service fees. You may designate any of your eligible checking accounts with us as your Deposit To accounts for any of your ACH Collections. You agree to use the ACH Collections Service only for collections from Payors located within the United States, subject to our approval, and you agree to use the ACH Collections Service only to issue Instructions for lawful purposes. To use the ACH Collections Service you must provide sufficient information online to us to properly identify your Payor(s) (including whether a Payor is an individual or a business), direct your collection and permit the Payor to identify you as the originator of the Debit Entry to the Payor's account. You must complete all required fields with accurate information, as directed by the ACH Collections Service screen messages. By providing us with the names and account information of those Payors to whom you wish us to collect funds, you authorize us to follow the Instructions that we receive through the ACH Collections Service. You further authorize us to update or change any of your Payor information as requested or provided by your Payor. When we receive a collection Instruction in your name (either Current Day or Future Dated), we will originate a Debit Entry to the Payor's account on your behalf. All ACH Collections (other than Repeating ACH Collections) that are initiated on any non-Business Day or after the Cutoff Time on any Business Day, will reflect a Send On Date of the next Business Day.

**Canceling Collections:** You may cancel any Pending Collection via the ACH Collections Service if you do so no later than the Cutoff Time, on the Send On Date. You may not stop or cancel a Collection after the Cutoff Time has passed. You may not amend or modify Instructions or Pending Collections once they have been scheduled.

You may utilize the ACH Collections Service to make requests for the collection of your Current Day and Future Dated ACH Collections, and Repeating ACH Collections from your Payor. We may, from time to time, establish minimum and maximum transactional and daily dollar limits on ACH Collections that may be initiated via the Services which we may impose in our discretion and at our option. The Bill Payment Service and Transfers Service Addenda shall apply equally to ACH Collections issued hereunder, as if those terms were restated herein, unless the context clearly indicates otherwise.

You further agree to take all appropriate measures to ensure the accuracy of the Instructions you submit. If you schedule Repeating ACH Collections and the Send On Date falls on a non-Business Day, the Send On Date (i.e., the day the ACH Collection will begin processing) will be moved to the immediately preceding Business Day but the ACH Deliver By Date of the ACH Collection will remain unchanged. If the ACH Deliver By Date of a Repeating ACH Collection falls on a non-Business Day, both the Send On Date and the ACH Deliver By Date will be moved to the immediately preceding Business Day.

## **2. Fees**

For information about what fees may apply to the ACH Collections Service for your J.P. Morgan Private Bank account, you should refer to the applicable fee schedule as in effect from time to time for such account. For all other accounts, the following fees will be charged for the ACH Collections Service, beginning in the month in which the Service is established. A recurring monthly service fee of \$25.00 will be charged for the ACH Collections Service. This \$25.00 fee will cover twenty-five (25) ACH Collections per month; a fee of \$0.25 will be charged for each ACH Collection in excess of twenty-five (25) in any given month. The recurring monthly service fee will be assessed to the account designated by you as the "Primary Account" for the ACH Collections Service. Upon each occurrence of a collection reversal request, an additional fee of \$2.50 will be charged. Additionally, a fee of \$2.50 will be charged for each time an item is returned for any reason by the Payor's bank (unless the account is a Chase Analysis Business Checking account or Chase Analysis Business Checking with Interest account, at which time a fee of \$3.00 will be charged). The foregoing charges will be assessed to the account designated by you as the "Primary Account" for the ACH Collections Service. J.P. Morgan Chase reserves the right, from time to time upon notice to you to add, delete or modify charges.

## **3. Cutoff Times; ACH Deliver By Date**

All transmissions to J.P. Morgan Chase must be completed by J.P. Morgan Chase's established Cutoff Times in order for processing to commence on the same Business Day. Any transmission completed and received by J.P. Morgan Chase after such Cutoff Times will be processed by J.P. Morgan Chase on the following Business Day. The current Cutoff Time for making an ACH Collection is 7:00 p.m. ET. Funds due from Current Day Collections made before the Cutoff Time will be added to the balance in your Deposit To account on the ACH Deliver By Date (i.e., at least one (1) Business Day after the Send On Date) subject to the return or reversal of the Debit Entries by the Payor's bank. Those funds will become available three (3) Business Days after the ACH Deliver By Date, subject to the return or reversal of the

Debit Entries by the Payor's bank. Repeating ACH Collections will be credited to your Deposit To account on the ACH Deliver By Date for the particular Repeating ACH Collection (i.e., at least one (1) Business Day after the Send On Date for that Repeating Collection). Those funds will become available three (3) Business Days after the ACH Deliver By Date, subject to the return or reversal of the Debit Entries by the Payor's bank. The Send On Date will be adjusted to the immediately preceding Business Day for any Repeating ACH Collection which is scheduled for Collection on a non-Business Day. Any ACH Collection that is returned or reversed by the Payor's bank will be charged to the Deposit To account as provided in Section 9 of this Addendum.

J.P. Morgan Chase reserves the right at any time to delay the availability of funds transferred into the Deposit To account by Debit Entry until such time as such Debit(s) cannot be reversed in accordance with the Rules.

#### **4. Duplicate Entries**

Duplicate ACH Collections entered for the same amount, Payor name and ACH Deliver By Date will be processed and released for Collection.

#### **5. Exposure Limits**

J.P. Morgan Chase may from time to time establish or revise maximum dollar limits for the aggregate value of all outstanding Debit Entries that J.P. Morgan Chase will release on your behalf. Such limits will be subject to revision or cancellation by J.P. Morgan Chase at any time without prior notice.

#### **6. Collections via ACH**

ACH Collections are transmitted via the ACH network. ACH Collections are allowed only to Payors with accounts at ACH member banks. You will be notified via email to your Secure Message Center inbox only if there is a problem or an error with the information you originally transmitted.

#### **7. ACH Rules**

Your issuance of Instructions and our processing and release of such Instructions to the ACH system shall be pursuant to the terms of this Agreement and the Rules. Undefined capitalized terms used in this Section 7 and in Sections 9-12 of this Addendum which are defined in the Rules shall have the meanings ascribed to those terms in the Rules.

The relationship between us and you with respect to ACH Entries we originate in your name based on your Instructions, shall be governed by the terms of the applicable Rules, except as otherwise provided in this Agreement or other agreements you have with us. We and you shall be bound by the Rules as in effect from time to time.

#### **8. Processing; Transmittal**

In processing and transmitting Debit Entries to accounts of Receivers at JPMC ("**On-Us Entries**"), JPMC shall debit the accounts of Receivers on its books. In processing and transmitting Entries intended for the accounts of Receivers at RDFIs, JPMC shall process and transmit such Entries to the applicable Regional ACH for processing and ultimate transmittal to RDFIs.

## **9. Rejections; Returns**

We shall notify you of any Instructions which we reject or of any Debit Entries which are rejected or returned by the RDFI. You shall be responsible for any correction and re-submission to us of appropriate Instructions. If a Debit Entry is returned or reversed for any reason after we have credited the Deposit To account therefore or if final settlement for a Debit Entry is not received by us for any reason, we will charge back the amount of such Debit Entry to the Deposit To account or claim a refund from you.

## **10. Reversals**

Reversal requests can be initiated only by calling us at 877-CHASEPC (877-242-7372) within five (5) Business Days of the transaction settlement date. The transaction settlement date is generally the same day as the ACH Deliver By Date. Reversal requests received after the expiration of such period will not be honored. Reversal requests are accepted under the express understanding that J.P. Morgan Chase does not guarantee that the request will be honored by the RDFI. Reversal requests, reversals that have been processed and other reversal activity will not be reflected on your Services status report.

## **11. Name/Identifying Number Inconsistencies**

In processing and transmitting Instructions and Entries issued in your name, J.P. Morgan Chase may rely upon the identifying number (e.g., bank routing number or Payor account number) of any bank or Payor identified in the Instructions. The RDFI may debit the account of the Payor on the basis of an account number, even if it identifies a person different from the Payor. You assume full responsibility for any inconsistency between name and identifying number of any bank or Payor in Instructions issued in your name and in any Entries processed and transmitted by J.P. Morgan Chase therefrom.

## **12. Warranties; Indemnity**

You shall obtain all authorizations necessary to enable J.P. Morgan Chase to perform the ACH Collections Service by Debit Entries and shall furnish J.P. Morgan Chase with copies of such authorizations if requested. Except as specified below, you shall be deemed to make the same warranties to J.P. Morgan Chase as J.P. Morgan Chase is deemed to make under the Rules, and J.P. Morgan Chase shall have no responsibility with respect to matters so warranted by you. In the case of On-Us Entries, such warranties shall be deemed to apply as of the time J.P. Morgan Chase first processes such On-Us Entries. You shall not be deemed to warrant, however: (a) the power of J.P. Morgan Chase under applicable law to comply with the requirements of the Rules; or (b) the conformity of Debit Entries transmitted by J.P. Morgan

Chase to the file specifications contained in the Rules. You further represent, warrant and acknowledge that each Debit Entry you originate shall comply with all applicable U.S. laws and regulations.

In addition to the indemnities set forth in the General Terms and Conditions, you also agree to indemnify, defend, and hold the J.P. Morgan Chase Indemnified Parties and the RDFI, as applicable, harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) compliance by us and the RDFI with reversing requests or reversing Entries; or (b) the transmittal by J.P. Morgan Chase of Debit Entries in accordance with Instructions issued in your name.

### 13. Cancellation of the ACH Collections Service

You can cancel the ACH Collections Service by calling 877-CHASEPC (877-242-7372), option 3. When you call us, we may also require you to put your request in writing. When you cancel the ACH Collections Service, you will no longer be able to access any of your ACH Collections Service features. Fees applicable to the ACH Collections Service will continue to apply for up to two months after you cancel the ACH Collections Service. You will not receive a refund of any fees if your ACH Collections Service is cancelled. When you cancel the ACH Collections Service, such cancellation will have no impact on the other Services or account relationships, if any, with us.

### 14. Definitions

- **“ACH”** refers to the Automated Clearing House network, which is used for business customers enrolled in the ACH Collections Service, to route ACH Collections to Payor accounts.
- **“ACH Collection”** refers to a debit entry sent via the ACH or internally (if the Payor’s account is maintained at J.P. Morgan Chase) for the transfer of money from the Payor’s account to a Deposit To account, available only to business customers enrolled in the ACH Collections Service.
- **“ACH Deliver By Date”** refers to the date by which funds collected through an ACH Collection will be credited to the Deposit To account; funds will be made available three (3) Business Days after the Deliver By Date. An ACH Deliver By Date is always at least one (1) Business Day after the Send On Date. See Paragraph entitled “Cutoff Times; Deliver By Date” for additional details.
- **“Cutoff Time”** refers to 7:00 p.m. ET on any Business Day and is the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled “Cutoff Times; ACH Deliver By Date” for additional details.
- **“Debit Entry”** refers to an electronic debit to a Payor’s account affected through the ACH Collections Service.
- **“Deposit To account”** refers to the deposit account you maintain with us to which funds received from ACH Collections will be credited.
- **“In Process”** refers to that an ACH Collection is no longer “Pending” and it cannot be changed or Cancelled.

- **“Payor”** refers to a person or entity that has authorized you to initiate a Debit Entry to such person’s or entity’s bank account.
- **“Repeating ACH Collection”** refers to automatic recurring ACH Collections from the same Payor for the same Collection amount, which you can establish up to 365 days in advance.
- **“Send On Date”** refers to the Business Day of your choice upon which your ACH Collection will begin processing.
- **“Transaction Number”** refers to the number that we send in response to your Instructions to confirm that your Instructions have been received by us.

## **Addendum: ACH Payment Services**

***(For Business Customers Only)***

Last updated: 03/01/2023

This Addendum governs your use of the service for you to use to make an ACH Payment (the **“ACH Payment Services”** or for purposes of this Addendum, the **“Services”**). Except as otherwise set forth in this Addendum (including Section 13 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

You must supervise persons you have authorized to use the ACH Payment Services on your behalf. You are responsible for your authorized users’ use of the ACH Payment Services.

You can use the ACH Payment Services to send an ACH Payment from your eligible checking account to a Payee’s account. Only business banking and private banking business customers who enter into an applicable deposit account agreement with us may use the ACH Payment Services. Business customers may have fewer protections than consumer customers. Certain accounts may not be eligible to fund through ACH Payment Services on [chase.com](https://www.chase.com). Same-Day ACH Payments are subject to the terms and pricing applicable to ACH Payments, but additional terms and fees may also apply as set forth herein. All payments made through the ACH Payment Services are subject to review for fraud, regulatory or compliance purposes, and such review may result in a transaction being delayed or rejected. You will be notified when a transaction cannot be processed on the original Send On Date.

### **1. ACH Payment Services**

You must give us all the information we need to complete your ACH Payment. You must tell us if the Payee is a vendor or Employee by indicating if the bank account type is a Personal (Employee) or Business (Vendor) account. The information must be correct. When you send us Instructions, you authorize us to complete your Instructions. You authorize us to electronically debit the From Account listed in your Instructions. You may only send ACH Payments to Payees in the United States with accounts at ACH member banks. You authorize us to update your Payee’s information if your Payee asks us to do so. You will be notified when we update a Payee’s information. You additionally agree that you will make the

necessary changes on your systems when we update a Payee's information at their request and notify you.

ACH Payment Services allows you to designate payees by type of payment. The service supports payments to both personal and business DDA accounts. When creating payees, you must designate whether a payee should be considered an employee (payment to personal accounts) or a vendor (payments to business accounts). See GLOSSARY below for more information. Payments to payees designated as "Employees" must be sent to personal accounts, and generally require at least 2 days to deliver. These payments may appear as "Basic payroll" or "Payroll Payments." Payments to payees designated as "Vendors" can be sent to businesses or individuals. The Deliver By Date must be at least one business day in the future. These payments may appear as "ACH Payments" or "Vendor payments."

You must give us an Employee's voided check or deposit slip for the Employee's checking account if we ask for it. The Services should not be your permanent record for accounting, tax or any other purpose.

Entitlements to make Payments to employee or vendor Payees can be managed independently for authorized users.

We may limit the amount of money you can send in one (1) ACH Payment or in one (1) day. We may establish lower transaction limits for you and may block or reject any transaction that exceed(s) the limit(s). You will be notified when a transaction is blocked or rejected either by Secure Message Center notification or in your transaction history on Chase Online. The current limit for a single Same-Day ACH Payment is \$100,000. We may establish lower transaction limits for you and may block any attempted Same-Day ACH transaction that exceed(s) the limit(s). We may adjust the limits at any time in our sole discretion with notice to you.

We must receive your Instructions before the Cutoff Time to send it on the same Business Day. The Cutoff Time for making a Standard ACH Payment is 8:00 p.m. ET. Same-Day ACH Payments must be authorized before the 2:00 p.m. Eastern Time Cut Off Time. Same-Day ACH Payments not authorized by the Cut Off Time for the day will be scheduled for the next available Same-Day ACH Payment delivery, which may be the next business day, unless cancelled by the user. This may result in the transaction settling the next day and these transactions may be charged a Same- Day delivery fee. Same-Day ACH Payments not authorized before the stated Cut Off Time will expire after 48 hours.

If we receive your Instructions after the Cutoff Time, we may still debit your account that day. We will debit your Pay From Account based on the ACH Deliver By Date you choose.

Type of ACH Payment From Account	When We Debit your Pay
Approved Instructions received by us before the Cutoff Time	Calendar day you send your Instruction
Approved Instructions (other than Repeating ACH Payments or Employee payments) received by us after the	Next Business Day



Cutoff Time	
Approved Instructions (other than Repeating ACH Payments or Employee payments) received by us on non-Business Day	Next Business Day
Repeating ACH Payments	1 Business Day before the ACH Deliver By Date
Repeating ACH Payment with ACH Deliver By Date on the scheduled ACH Deliver By Date non-Business Day (date is a non-Business Day)	2 Business Days before date (when ACH Deliver By Date is a non-Business Day)
Employee payments	1 or 2 Business Days before the ACH Deliver By Date
Repeating Employee payments	1 or 2 Business Days before the ACH Deliver By Date
Repeating Employee payments with ACH Deliver By Date on the scheduled ACH Deliver By Date non-Business Day	3 Business Days before date (when ACH Deliver By Date is a non-Business Day)

You must have enough funds available in your From Account on the Send On Date to complete your ACH Payment. If you do not have enough funds available, we are not required to follow your Instructions. We count funds in your overdraft account as available funds. If there are insufficient available funds in the From Account to cover an ACH Payment and you have overdraft protection, the funds in your linked protecting account are eligible and will be transferred to protect ACH Payments initiated via the ACH Payment Service. You authorize us to debit your From Account even if it will overdraw your account(s) or increase an overdraft. You authorize us to debit your account(s) enrolled in overdraft protection if you do not have enough funds available in your From Account. We are not liable for failure to pay any ACH Payment if you do not have enough funds available in your From Account.

If you do not have enough funds for a Current Day ACH Payment, we will reject your Current Day ACH Payment Instructions. We will not retry the Current Day ACH Payment.

If you do not have enough funds on the morning of the Send On Date for a Future Dated ACH Payment, then we may:

- reject your Instructions;
- overdraw your account(s) and complete the ACH Payment; or
- try to debit your account up to two (2) more times on the next two (2) Business Days. A status of "Funds Needed" will appear on the Payment Activity page on the Online Services. If the ACH Payment fails six (6) times, your ACH Payment will be Cancelled. A status of "Funding Failed" will appear on the Payment Activity page on the Online Services. We will notify you via Secure Message Center or email each time the ACH Payment fails. If there is a problem with your From Account, we may not complete the

## ACH Payment.

You may cancel any Pending ACH Payment by the Cutoff Time on the Send On Date. If we already debited your From Account, we will refund the funds for the Cancelled ACH Payment by the following Business Day. You may not change Instructions or Pending payments after you schedule them.

You may also cancel a Funded Employee payment if you contact us by the Cutoff Time on the Send On Date.

## 2. Fees

You must choose a Primary Account when you enroll for the ACH Payment Service. You authorize us to withdraw ACH Payment and Same-Day ACH fees from your Primary Account. Additional fees may apply for Same-Day ACH Payments. We may add, delete, or change fees with notice to you.

Fee Type	Fee Amount
ACH Payment Fee (Standard delivery)	First 10 payments \$2.50 each \$0.15 per transaction (after the first 10)
Failed ACH Payment accounts and Chase	\$2.50 per return (Chase Analysis Business Checking)
Fee per Failed ACH Payment	Chase Analysis Business Checking with Internet accounts are \$3
Same-Day ACH Payment	1% of transaction amount up to \$25.00 per transaction

Fees generally appear one month in arrears on your statements. Your fees may be different if you use your J.P. Morgan Private Bank account to make ACH Payments.

## 3. ACH Deliver By Date

We cannot guarantee your ACH Payment will be delivered on the ACH Deliver By Date you choose. Usually the ACH Deliver By Date will be the Business Day after the Send On Date, but it may take longer. The Send On and Deliver By Dates for Same-Day ACH payments prior to the Cut off time will be the same. After the Cut off time, the Deliver By Date will change to the next Business Day. It may take longer for the Payee's bank to post the ACH Payment.

We are not responsible for the timeliness of funds availability at the Payee's bank.

## 4. Duplicate Entries

We will make duplicate ACH Payments entered for the same amount, Payee and ACH Deliver By Date if you have enough funds available on the Send On Date.

## **5. Notifications**

We will notify you if there is a problem with your Instructions with a message through the Secure Message Center or your primary email address on file.

## **6. ACH Rules**

When we use capitalized terms in this Addendum not defined in this Addendum or in the General Terms and Conditions, the definition in the ACH Rules applies. The ACH Rules govern the Entries we send on your behalf unless you and we agree otherwise. You and we are bound by the ACH Rules. We may audit your compliance with the ACH Rules. A Credit Entry by a RDFI to the Receiver is provisional until the RDFI receives final settlement. If the RDFI does not receive settlement, the RDFI may refund the amount credited. You are not deemed to have paid the Receiver the amount of such Credit Entry.

## **7. Processing; Transmittal**

In processing and transmitting Entries to accounts of Receivers held by us ("**On-Us Entries**"), we debit or credit the accounts of Receivers on our books. In processing and transmitting Entries intended for the accounts of Receivers at other RDFIs, we will process and transmit such Entries to the Regional ACH network for processing and transmitting to RDFIs.

## **8. Rejections; Returns**

We may reject your Instructions for any reason. We will notify you when we or the RDFI reject or return your Instructions with a message through the Secure Message Center or your primary email address on file. You must correct and re-send any rejected Instructions you still want to send. We will credit your account for any returned Credit Entry when we receive settlement for such Entry for ACH Payments other than Employee payments.

If we do not receive final settlement for an Employee payment for any reason, we will charge back the amount of such Employee payment to the From Account or claim a refund from you.

## **9. Reversals**

You can request a reversal by calling us at 877-CHASEPC (877-242-7372) within five (5) Business Days of the ACH Deliver By Date. We do not accept late reversal requests. We do not promise the RDFI will honor your request. When you start a reversal request, we credit your From Account for the reversal and place a hold on the funds for seven (7) Business Days.

If the RDFI does not accept the reversal request, we will debit the amount of the reversal request from your From Account. We will also debit the From Account for the reversal if we do not receive final settlement. You will not see your reversal request on your Services status report.

## **10. Name/Identifying Number Inconsistencies**

We may rely on the identifying number of any bank or Payee in your Instructions. The RDFI may credit or debit the Payee's account based on an account number, even if the account number identifies a person different from the Receiver. You are responsible for any differences between the name and identifying number of any bank or Receiver in your Instructions.

## 11. Warranties; Indemnity

Except as specified below, you make the same warranties to us as we make under the ACH Rules. We do not have responsibility for such warranted matters. In the case of On-Us Entries, your warranties apply at the time we first process an On-Us Entry. You do not warrant: (a) our power under applicable law to comply with the ACH Rules; or (b) the conformity of Entries transmitted by us to the file specifications contained in the Rules. You represent, warrant and acknowledge that each Entry you originate will comply with all applicable U.S. laws and regulations.

In addition to your indemnification obligations set forth elsewhere in this Agreement, you will indemnify, defend, and hold the J.P. Morgan Chase Indemnified Parties and the RDFI, as applicable, harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) our transmittal of Entries following your Instructions; and (b) our or the RDFI's compliance with your request.

## 12. Cancellation of the ACH Payment Service

You can cancel the ACH Payment Service by calling 877-CHASEPC (877-242-7372), option 3. When you call us, we may also require you to put your request in writing. When you cancel the ACH Payment Service, you will no longer be able to access any of your ACH Payment Service features. Fees applicable to the ACH Payment Service will continue to apply for up to two months after you cancel the ACH Payment Service. You will not receive a refund of any fees if your ACH Payment Service is cancelled. When you cancel the ACH Payment Service, such cancellation will have no impact on the other Services or account relationships, if any, with us.

## 13. Definitions

- **"ACH Deliver By Date"** refers to the date by which an ACH Payment will be delivered to the Payee's account.
- **"ACH Payment"** refers to a type of electronic fund transfer sent through the ACH network to transfer money to a Payee's account, which includes both Standard ACH Payments and Same-Day ACH Payments.
- **"ACH Rules"** refers to the NACHA Rules and the rules of any regional ACH network.
- **"Employee"** refers to a type of Payee to whom you designate an Employee payment to be directed.
- **"Employee payment"** refers to a type of ACH Payment sent via the ACH network for direct deposit of an Employee's wages or other compensation.
- **"In Process"** refers to that an ACH Payment is no longer "Pending" or "Funded" and it

cannot be changed or Cancelled.

- **“Repeating ACH Payment”** refers to automatic recurring ACH Payments to the same Payee for the same payment amount. You can authorize Repeating ACH Payments up to 365 days in advance.
- **“Same-Day ACH Payment”** refers to an ACH Payment with expected settlement by end-of-day on the day the transaction is sent.
- **“Send On Date”** refers to the Business Day you choose for your ACH Payment to start processing.
- **“Standard ACH Payment”** refers to an ACH Payment with expected settlement within 1-2 Business Days from the day the transaction is sent.
- **“Vendor”** means a type of Payee to whom you designate for electronic payments deposited into business or personal accounts;
- **“Vendor ACH Payment”** means a type of ACH Payment sent via the ACH network for electronic payments to your vendors, suppliers or Employee's wages or other compensation.

## **Addendum: Bill Payment Service**

Last updated: 12/15/2022

This Addendum governs your use of the service to make Bill Payments (the **“Bill Payment Service”** or for purposes of this Addendum, the **“Service”**). Except as otherwise set forth in this Addendum (including Section 11 below), all capitalized terms used but not defined herein shall have the meaning set forth in the preamble on page one of the Agreement or otherwise in General Terms and Conditions (e.g. in the Glossary).

If you are a J.P. Morgan Chase prepaid account holder, some products and services may not be available to you via the Services. Not all accounts are eligible for the Bill Payment Service. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories or number of recipients or Payees to whom Bill Payments may be made in our sole discretion. Eligible accounts are described below in this Addendum.

### **1. General Terms Applicable to Bill Payments**

When you use, or allow another to use, the Bill Payment Service to send Instructions to us to make Bill Payments (see Glossary for definition) through the Bill Payment Service you agree to the terms and conditions set forth in this Addendum. You agree that you will not use this Bill Payment Service for international ACH transactions, which are prohibited under this Addendum. You also agree that once a Bill Payment has been designated with a status of “Sent” or “Completed”, you cannot cancel that Bill Payment.

All of your Bill Payments made through the Bill Payment Service will appear on the statements for your respective accounts. Certain payments available through the Services (as defined on page one of the Agreement) may also be subject to terms and conditions or

payment authorizations separate from this Addendum that apply to such other services including the online wire transfer service, payroll and tax payment services and the Zelle® Service. Please refer to the agreements and documentation that you receive for those services for that information.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts, credit card accounts, and other products that may be accessed via the Bill Payment Service, including your deposit account agreement or other terms and conditions governing your account, credit card, mortgage, auto, installment loan, or line of credit agreements.

## 2. Cutoff Times

a. Cutoff Times to **schedule** Bill Payments are as follows in ET:

Bill Payments **to** J.P. Morgan Chase mortgage loans:

- 7:30 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase commercial term lending mortgage loans:

- 8:00 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase home equity or personal loan or line of credit accounts:

- 11:59 p.m. ET on any day for payments **from** a J.P. Morgan Chase checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 p.m. ET on any Business Day
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase Loan or Credit Accounts:

- 11:00 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** non-J.P. Morgan Chase accounts (excluding payments made using a J.P. Morgan Chase credit card):

- For Bill Payments with a Send On Date falling on a Business Day, 8:00 PM on that

Send On Date

b. Cutoff Times to **Cancel** Bill Payments are as follows in ET:

Bill Payments **to** a J.P. Morgan Chase home equity or personal loan or line of credit account:

- 8:00 p.m. ET for same-day payments from a J.P. Morgan Chase deposit or prepaid account, if the payment was scheduled prior to 8:00 p.m. ET
- 11:00 p.m. ET for same-day payments from a J.P. Morgan Chase deposit or prepaid account, if the payment was scheduled after 8:00 p.m. ET
- 8:00 p.m. ET on the Payment date for Future Dated payments from a J.P. Morgan Chase deposit or prepaid account or a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase mortgage loans:

- 7:30 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase commercial term lending mortgage loans:

- 8:00 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

Bill Payments **to** J.P. Morgan Chase Loan or Credit Accounts:

- 11:00 p.m. ET on any Business Day for payments **from** a J.P. Morgan Chase checking or prepaid account
- 8:00 p.m. ET on any Business Day for payments **from** a non-J.P. Morgan Chase checking account

If you wish to Cancel a Bill Payment, you should cancel your Bill Payment online.

Bill Payments **to** non-J.P. Morgan Chase accounts (excluding payments made using a J.P. Morgan Chase credit card):

- Automatic and future-dated Bill Payments must be canceled before 10:00 a.m. ET on the day that Bill Payment is to be processed
- For all other Bill Payments with a Send On Date falling on a Business Day, 8:00 p.m. ET on that Send On Date

### 3. Service Fees

Unless otherwise noted in your deposit account agreement or other applicable account agreement, we do not charge a monthly service fee for the Bill Payment Service. If we process a Bill Payment in accordance with your Instructions that overdraws your From Account or

exceeds your J.P. Morgan Chase credit card limit, we may assess a fee or charge interest in accordance with the terms of your deposit account agreement or other applicable agreement. We are not responsible for any Bill Payment request if there is not enough money in the designated From Account or if the payment request exceeds your credit card limit.

## **4. Repeating Payments**

Repeating Bill Payments that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the following Business Day if the regular Send On Date falls on a non-Business Day. Repeating Bill Payments will be deducted from your From Account, or charged to your J.P. Morgan Chase credit card, on the Send On Date. In order to authorize a Repeating Bill Payment, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating Bill Payment on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating Bill Payment three (3) Business Days or more before the Send On Date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Services, you may also call our customer service at 877-CHASEPC (877-242-7372) or write to online customer service at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968. If you call, we may also require you to present your request in writing within fourteen (14) days after you call.

Some Chase Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from Repeating Bill Payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for automatic payments to Chase Loan and Credit Accounts will be presented to you at the time you set up the automatic payments.

## **5. Bill Payment Service**

### **a. General Terms Applicable to Bill Payments**

You authorize us to remove funds from your designated From Account for all Bill Payments that you initiate and you agree to have sufficient available funds on the Send On Date or Payment date for each such Bill Payment you schedule. Please note that if you have overdraft protection for your From Account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Bill Payment Service. If sufficient funds are not in your From Account to cover a Current Day Bill Payment, we will not retry the payment and it will be immediately rejected. In the case of Future Dated Bill Payments, if sufficient funds are not in your From Account on the Send On Date or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your From Account on the Send On Date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a



status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message advising you of each failed attempt to debit your From Account. You agree that we may, at our option, follow your Instructions to make Bill Payments to a Payee, even though a charge to or a debit from your From Account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your From Account, we may charge any other of your accounts for the amount of the overdraft.

Further, for Bill Payments to certain eligible healthcare providers only, you authorize us to charge your J.P. Morgan Chase credit card for any eligible Bill Payments to certain healthcare providers that you initiate using your J.P. Morgan Chase credit card and you agree to have sufficient available credit balance on the Send On Date or Bill Payment date for each such Bill Payment you schedule. If your J.P. Morgan Chase credit card payment is rejected for any reason, we will not retry the Bill Payment and you will be notified of the failed attempt to charge your J.P. Morgan Chase credit card. You agree that we may, at our option, follow your Instructions to make Bill Payments to a named Payee, even though a charge to your J.P. Morgan Chase credit card may cause you to exceed your credit limit.

WE ARE NOT RESPONSIBLE FOR ANY OVER-THE-CREDIT-LIMIT FEE, OR CHARGES IMPOSED OR ANY OTHER ACTION BY A PAYEE RESULTING FROM A LATE BILL PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES; PROVIDED, HOWEVER, THAT IF WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR BILL PAYMENT TO BE LATE, WE WILL BE RESPONSIBLE FOR ANY LATE FEES ONLY, IN ACCORDANCE WITH OUR BILL PAY GUARANTEE.

## **b. Bill Payments.**

Bill Payments can be used to make one-time or Repeating Bill Payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012). You must have an eligible checking account, asset management account, or Investment Account with us in order to make Bill Payments. The eligible accounts from which a Bill Payment can be made do not include a J.P. Morgan Chase home equity line of credit or other line of credit account, except for J.P. Morgan Chase credit cards. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i. Description of the Bill Payment Service: To make Bill Payments, you must maintain an eligible checking account, asset management account, or Investment Account with us and designate one of your eligible accounts with us as your From Account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use the Bill Payment Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders including court-ordered amounts for alimony or child support, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is

normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. To use the Bill Payment Service you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through the Bill Payment Service. You further authorize us to update or change any of your Payee information (including changes to account information, Payee name and mailing address) as requested or provided by your Payee, the U.S. Post Office or pursuant to any updates or changes through other tools and resources we may use from time to time to effectuate the Bill Payment. When we receive an Instruction (for a Current Day or Future Dated Bill Payment), we will send funds to the Payee on your behalf, from the funds in your From Account or charged to your J.P. Morgan Chase credit card. You authorize us to charge your designated From Account or J.P. Morgan Chase credit card, for all Bill Payments that you authorize through the Bill Payment Service. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your From Account, charge your J.P. Morgan Chase credit card, and/or electronically debit your From Account for the purpose of making payments. We are authorized to accept any Draft drawn on the From Account on presentment and charge the From Account even though it does not bear your signature where such Draft has been issued as part of the Bill Payment Service. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

- ii. Because your Instructions are transmitted to us on your computer or mobile device, the Bill Payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Delivery Method (excluding J.P. Morgan Chase credit card Bill Payments): We remit two types of Bill Payments on your behalf to your Payees – electronic funds transfer and paper check, depending on your Payee's determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled. If paper check is displayed, your Payee does not accept electronic payments.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By Date for all subsequent payments, and if the Payee provides us with sufficient notice, for the most current payment. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On Date will be changed accordingly.

for all subsequent payments. In case of payment delivery errors, we will modify the payment delivery method accordingly, i.e. if an electronic payment is undeliverable or Payee cannot accept an electronic payment due to a temporary issue, the payment may be resubmitted by check. We will notify you via email if the Delivery Method indicated for your scheduled payments changes to a slower Delivery Method, i.e. one that increases the delivery time of your payment; otherwise, you will not be notified of Delivery Method changes. Once an electronic payment is indicated on screen as "Processed," we no longer control or receive updates on the payment status and you will need to contact your Payee for further information. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most Bill Payments will be delivered by the Deliver By Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

- iv. Additional Terms Applicable to Only Variable Automatic Bill Payments: You may now also set up variable automatic Bill Payments for select Payees participating in e-Bills. Variable automatic Bill Payments differ from Repeating Bill Payments in that variable automatic payments are triggered based on the associated billing date and/or the bill due date, as set up by you, and the payment amount may vary each month. While it is anticipated that most variable automatic Bill Payments will be delivered by the Deliver By Date you set, it is understood that due to circumstances beyond our control, particularly when your Payee is late in providing the e-Bill and/or we receive the e-Bill too close to, on, or after the bill's due date, WE MAY BE UNABLE TO PAY THAT BILL AND YOU WILL HAVE TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS DIRECTLY WITH THE PAYEE. These terms apply in addition to the other terms applicable to Repeating Bill Payments in this Section 5(b), and additional terms for variable automatic Bill Payments may be presented to you at the time you set up the variable automatic Bill Payment.
- v. Canceling Bill Payments: You may cancel any Pending or Funded Bill Payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your From Account by the following Business Day. You may not stop a Bill Payment after the Cutoff Time has passed.

For J.P. Morgan Chase credit card Bill Payments only, the Cutoff Times do not apply and you may cancel the payment any time before it is sent.

### **c. Bill Payments to Chase Loans or Credit Accounts**

- i. Bill Payments to Chase Loans or Credit Accounts: Only Business Days may be chosen as Payment dates for Chase Loans or Credit Accounts and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.
- ii. Bill Payments to J.P. Morgan Chase Home Equity or Personal Loan or Line of Credit Accounts: Same-day payments using a J.P. Morgan Chase deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-J.P. Morgan Chase checking account and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

Bill Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your From Account (plus any available balance in any associated overdraft protection account) per day.

Note: Bill Payments to J.P. Morgan Chase credit card accounts have separate payment date options and terms that will be displayed at the time Instructions are provided by you.

### **d. Bill Payments to Certain Healthcare Providers**

Provided that you maintain an eligible checking account, asset management account, or Investment Account with us and designate one of your eligible accounts with us as your Pay From account, you may also have the option to use one of your J.P. Morgan Chase credit cards to pay certain healthcare providers listed in our Bill Pay directory. Your J.P. Morgan Chase credit card will be shown as one of the payment options if a healthcare provider you are trying to pay is eligible to receive J.P. Morgan Chase credit card payments. You may be able to schedule a one-time, future-dated, or recurring Bill Payment using a J.P. Morgan Chase credit card for certain healthcare providers and may cancel any such payment at any time before it is sent. Sent J.P. Morgan Chase credit card payments will be authorized immediately so you will not be able to cancel any payment after it has been sent. These terms apply in addition to and, in the event of conflict shall supersede, the other terms applicable to the Bill Payment Service.

For Business Accounts: Even if the dual control function has been turned on for the Bill Payment Service, payments to healthcare providers using a J.P. Morgan Chase credit card will not be submitted for approval.

### **e. Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on our

website but you may choose to bypass the message and schedule the payment. If you submit a duplicate Bill Payment to a Chase Loan or Credit Account, an error message may be displayed and such duplicate payments may not be permitted. No error message will be displayed for duplicate Bill Payments made through different methods (e.g., the Bill Payment Service) and the payments will be processed as normal. We may impose limits on the number of Bill Payments that may be scheduled for payment to Chase Loan or Credit Accounts on a given day from Chase deposit accounts and will notify you of such limitations as required by law or regulation.

#### **f. Stale Dated Payments**

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually ninety (90) days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your From Account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

#### **g. Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay any Payees for payments related to Prohibited Activities as defined in your deposit account agreement, pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Addendum.

### **6. Terms applicable to your use of the e-Bills Service for both Consumer and Business Accounts**

E-Bills is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees.

- a. **Electronic Communications/Payee Terms.** By activating e-Bills, you agree to abide by the terms and conditions stated in this Section to get e-Bills, and to get other related communications electronically. By activating e-Bills, you will be required to agree to each Payee's terms and conditions, which will also include the requirement to not to receive paper bills. For avoidance of doubt, you understand and agree that enrollment into e-Bills will terminate the provision of paper statements to you by the Payee, including any reformatted paper statements, i.e., Braille or enlarged font, that you were receiving from the Payee, and any accommodations or exceptions will be agreed upon and made between you and the Payee and not J.P. Morgan Chase.
- b. **Limitations.** You must enroll each Payee individually in e-Bills. You also acknowledge and agree that the right to activate and receive e-Bills for each Payee is limited to one financial institution. If you activate e-Bills for a particular Payee through us, you will no longer receive e-Bills for that Payee through the financial institution through which

you're currently receiving such e-Bills. Conversely, if you activate e-Bills for a particular Payee through another financial institution, your action will effectively terminate the e-Bills service for that Payee and you will no longer receive such e-Bills through us.

- c. **Approval of e-Bills.** Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five (5) Business Days to approve an e-Bill set-up request. By requesting that bills, statements, or other related communications be sent to you electronically, you warrant that you have the right, power, and authority to receive them.
- d. **Individual and Joint Responsibility.** Any individual borrower, account holder or authorized user on your loan, line of credit, or account can enroll in and use e-Bills. Regardless of the individual who enrolls in e-Bills, the terms of this Section apply to all borrowers/account holders/authorized users, individually and jointly.
- e. **Timely Delivery of e-Bills.** We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- f. **Cancel e-Bills.** All parties have the right to cancel the e-Bills service at any time. We may also elect to discontinue delivering e-Bills for certain Payees or customers. We will notify you if J.P. Morgan Chase or a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we generally require at least seven (7) Business Days for the Payee to receive and process the request. Therefore, you may not receive a paper statement from the Payee, and/or you may not receive an e-Bill through the new financial institution through which you have activated the e-Bill service for the Payee, but continue to receive e-Bills from us instead for one or two cycles. We also reserve the right to terminate a Payee's participation in e-Bills at any time.
- g. **Privacy.** When you request e-Bills from a participating Payee you will provide certain information such as required username and password, and you authorize us and our third party service provider to collect and forward such information onto the Payee on your behalf, and you appoint us and our third party service provider as your agent for the limited purpose of completing your enrollment. If you have concerns about the future use of this information by the Payee you should contact your Payee directly.
- h. **Fees, Charges or Other Terms.** Unless otherwise noted in your account agreement, we do not charge any fees for using e-Bills.
- i. **Acknowledgements and Agreements.** You understand and agree that
  - e-Bills are provided for your convenience, and payments due continue to be your responsibility;
  - e-Bills (and any content contained therein) may only be available in English, and not in a foreign language, including Spanish, regardless of whether you currently receive a Payee's bill in a foreign language, depending on the Payee. By using e-Bills, you agree to receive the e-Bills in English, even if you use or access J.P. Morgan Chase's website, mobile application or J.P. Morgan Chase's other products and services in a foreign language. You agree that J.P. Morgan Chase is not responsible for delivering the e-Bills to you in a foreign language, and any questions regarding this issue will be directed to your Payee;

- the e-Bill summary (and any content contained therein) is accessible via screen reader software and other Assistive Technology ("**AT**") as presented on any J.P. Morgan Chase digital platform. The e-Bill summary may include the statement date, due date, amounts due and/or other information, and is different from the e-Bill;
- e-Bills (and any content contained therein) may not be presented in a way which is accessible to screen reader software or AT which are conformant to web content accessibility guidelines (WCAG) version 2.0, level AA success criteria, regardless of whether you currently can access Payee's bill online or via digital application using screen reader software or other AT, depending on the Payee. By using e-Bills, you agree to receive the e-Bills as provided, which may include an inaccessible format, even if you use or access J.P. Morgan Chase's website, mobile application or J.P. Morgan Chase's other products and services by using screen reader software or other AT. You agree that J.P. Morgan Chase is not responsible for delivering the e-Bills to you in a digitally accessible format which conforms to WCAG v. 2.0 AA, and any questions regarding this issue will be directed to your Payee.

j. **Accuracy or Completeness.** An e-Bill may or may not have all the same information as the paper version, depending on the Payee. J.P. Morgan Chase presents the e-Bills as provided by the Payee. J.P. Morgan Chase is not responsible for any information or communications related to them, or for the acts or omissions of any Payee.

## **7. J.P. Morgan Chase Is Not Responsible for Third Parties**

We are not responsible for any aspect of your relationships with the Payees, or for the performance or non-performance of these third parties. We do not act as a service provider of the Payees. Transactions between you and a Payee are governed by the Payee's terms and conditions. We do not endorse or assume any liability for any Payee you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and a Payee or other third parties.

## **8. ADDITIONAL TERMS APPLICABLE ONLY TO BILL PAYMENTS FOR CONSUMER ACCOUNTS.**

For Consumer Accounts, please see your deposit account agreement for important information about your rights and obligations regarding liability for activity on your account. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. You should use your Consumer Account to send or receive payments for personal, family, or household purposes, and you should use your Business Account to send or receive payments for business purposes. In the case of errors or questions about your electronic funds transfers made through Payments and Transfers, please consult your account agreement for details and reporting time frames.

If we tell you the Delivery Method for your payment is paper check and make the payment by paper check, the terms in this Section 8 do not apply to the payment. For information on your

rights and obligations involving erroneous paper checks (including paper checks you did not authorize), see Section V of our Deposit Account Agreement. If we make the payment electronically, this Section 2 will apply to the payment even if we told you the Delivery Method for your payment is a paper check.

## **The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from your eligible consumer deposit accounts with us without your authorization through Payments and Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. This guarantee covers only things that are within our control -- the guarantee does not cover your failure to completely log out and exit the Online Service when you're finished with your online session or away from your computer or mobile device, nor does it cover your negligent handling of your User ID and Password. It is your responsibility to use care when exiting the system and safely maintain your user IDs and Passwords. See Section 8 "Additional Terms Applicable Only to Bill Payments for Consumer Accounts" for additional information about your rights and obligations regarding liability for activity on your account.

## **9. The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a J.P. Morgan Chase checking account**

If we ever cause processing delays of your online or mobile Bill Payments or online or mobile payments to a Chase Loan or Credit Account made from a J.P. Morgan Chase checking account or J.P. Morgan Chase credit card that result in late fees, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses, which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of user IDs and Passwords
- Your failure to completely log out of the Services or logging in to the Services and leaving your computer unattended
- Your failure to notify us of any suspected unauthorized transaction from your From Account, or theft of your user ID or Password within the time periods specified in this Addendum and your account agreement. If you suspect any suspicious activity on your account with us, notify us immediately at 877-CHASEPC (877-242-7372).
- Your failure to follow the procedures or to otherwise fail to use the Bill Payment Service in accordance with the terms of this Addendum.
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.



As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use the Bill Payment Service in accordance with the terms of this Agreement.

## **10. ADDITIONAL TERMS APPLICABLE ONLY TO BILL PAYMENTS FOR BUSINESS ACCOUNTS**

### **a. Linking Multiple Accounts – Business and Consumer**

You may use Chase Online for Small Business to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business. You may be permitted to link Consumer Accounts to your Online Services profile provided: (i) the authorized signer on the Business Account is also an authorized signer on the Consumer Accounts to be linked and (ii) the Consumer Account information provided during linkage is accurate and can be validated.

### **b. Liability for Unauthorized Bill Payments for Business Deposit Accounts Only**

You are responsible for all Bill Payments that are authorized using your Password. If you permit other persons to use the Bill Payment Service or your Password, you are responsible for any transactions they authorize.

We are not liable to you for any errors or losses you sustain in using the Bill Payment Service except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Bill Payments. Our liability in any case shall be limited to the amount of any money improperly transferred from your From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized Bill Payment or error from any of your accounts in accordance with the applicable time frames set forth in your account agreement shall relieve us of any liability for any losses sustained after the expiration of such reporting period and you shall thereafter be precluded from asserting any such claim or error.

### **c. Errors and Questions about Bill Payments for Business Deposit Accounts Only**

In the case of errors or questions about your electronic funds transfers made through Payments and Transfers, please consult your account agreement for details.

## **11. Definitions**

- **“Draft”** refers to checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under the Bill Payment Service.

- **“Payment date”** refers to the date you would like your payment sent, including payment to your Chase Loan or Credit Account.
- **“Repeating”** refers to automatic recurring Bill Payments to the same Payee for the same amount (or varying amount, in the case of variable automatic Bill Payments) which you can authorize for transmission.
- **“Sent”** refers to the status of a Bill Payment where the funds have been debited from the applicable account, but which a Bill Payment has not yet been posted to the account.

## **Addendum: Bill Pay Directory Service**

*(For Business Customers Only)*

Last updated: 10/04/2021

This Addendum governs your use of the service that enables you to electronically receive payments or remittances owed to you by your customers or other third parties (**“Electronic Payments”**) and to receive detailed information related to the Electronic Payments (**“Remittance Information”** and collectively with the Electronic Payments, for purposes of this Addendum, the **“Service”**).

### **1. Processing of Electronic Payments**

We will enable you to receive Electronic Payments and Remittance Information from us, and you authorize us to add you to our bill pay directory. We will credit to a demand deposit account maintained by you at J.P. Morgan Chase (the **“Designated Account”**) each Electronic Payment directed to be paid to you by your customers or other third parties. Each such Electronic Payment will be transmitted for credit to the Designated Account on the later of the payment date/effective entry date specified in the Remittance Information or the date on which such Electronic Payment instruction is received by us.

### **2. Transmission of Data**

On each banking day, as defined in U.C.C. § 4-104 (**“Banking Day”**), that you receive at least one Electronic Payment, we will use commercially reasonable efforts to deliver to you by means of secure e-mail or other method as determined by us, a report (the **“Daily Report”**) containing Remittance Information. We will have no liability or responsibility for any inaccurate, incomplete or non-current information contained in the Remittance Information. Notwithstanding the foregoing, in no event shall we be deemed to breach this Addendum or be liable for any damages arising from its failure to deliver such Daily Reports for any reason.

You agree to: (a) provide us with all information necessary to process the Electronic Payments; (b) ensure that your email address where Remittance Information will be sent is correct and assume any and all liability arising out of your provision of an incorrect email address; (c) review all Remittance Information received from us and ensure that all

information contained therein is correct; (d) ensure that all Electronic Payments are posted to reflect receipt within two (2) days of receipt of the Remittance Information; (e) not assess a late fee to your customers or other third parties for delays attributable to you; (f) indemnify the J.P. Morgan Chase Indemnified Parties for any Losses in connection with any third party claim resulting or arising from a delay attributable to you; and (g) inform us as soon as possible, and in any event not later than twenty-four (24) hours after receipt of Remittance Information, of any incorrect or questionable information identified therein.

### **3. Fees**

We do not charge you any additional fees for using the Service. However, you will be responsible for paying for any and all administrative costs, including utility charges and/or Internet access service fees, incurred to connect with, and/or to receive, this Service and/or to receive the Daily Reports and Remittance Information.

### **4. Cancellation of the Electronic Payment Service**

You may cancel the Service by calling 877-CHASEPC (877-242-7372) or online. (You should also call this number to change any information or to reverse any Electronic Payments.) We may cancel the Service at any time. Cancellation by either party will be effective within two (2) Banking Days. In the event there are any pending, recurring, or future-dated payments or transfers scheduled as of the cancel date, any such payments or transfers will be processed via paper check. In the event the Service is canceled, this Addendum will no longer apply to you, you will be removed from our bill pay directory, and any payments or transfers directed to be sent to you after the cancel date will be by paper check. When you cancel this Service, such cancellation will have no impact on the other Online Services or account relationships, if any, with us.

## **Addendum: Chase and J.P. Morgan QuickDeposit for Mobile**

Last updated: 9/22/2022

This Addendum governs your use of the Chase and J.P. Morgan QuickDeposit Service as further described below (for purposes of this Addendum, the "**Service**").

### **1. Chase and J.P. Morgan QuickDeposit Service**

- a. In order to enroll in the Service, you must be designated as an authorized signer or owner of a Private Bank deposit account with J.P. Morgan, a Chase checking or savings account, J.P. Morgan Wealth Management investment account and other accounts as we may determine in our sole discretion from time to time (each, an "Eligible Account"). The Service is designed to allow you to make certain deposits to an Eligible Account electronically by using a Chase Mobile or J.P. Morgan Mobile application (as applicable) and capture device (such as a smartphone or other mobile device) to (i) create electronic

images of the front and back of an Item by scanning the Item and (ii) transmit it and related data to us or our designated processor for review and processing in accordance with this Addendum. As part of the Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you scan any Item, you shall endorse all Items with your name and the legend "For Electronic Deposit at Chase Only," for Chase customers, or "For Electronic Deposit at J.P. Morgan Only," for J.P. Morgan clients for deposits to bank accounts, or "For Electronic Deposit at JPMS Only" for investment accounts, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

- b. As conditions to Chase's and J.P. Morgan's provision of the Service, you shall (i) maintain the Eligible Account(s) in good standing, (ii) subscribe to the Service and (iii) comply with such restrictions on the Service as we may communicate to you from time to time.
- c. You agree that: (i) after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof; (ii) you shall be solely responsible for the original Item, including storage, retrieval and destruction; and (iii) the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes (except for funds availability, see Section 1(g) below), including return items processing.
- d. For bank check deposits, if we receive a scanned Item at or before 11:00 p.m. ET on a Business Day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 11:00 p.m. ET or on a weekend or a state or federal bank holiday, we will consider that the deposit was made on the next business day.
- e. For investment check deposits, if we receive a scanned item at or before 8:00 pm ET on a Business Day we are open, we will consider that day to be the day of deposit. If the client submits the check deposit after 8:00 p.m. ET on a Business Day, the client submits the check deposit before but we review after 8:00 p.m. ET on a Business Day, or the client submits the check deposit on a non-Business Day, we will consider that the deposit was made on the next business day.
- f. You agree that Items submitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Except for deposits to Investment accounts, funds from deposits made via the Service generally will be available for withdrawal by the next Business Day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. For funds availability for deposits to Investment accounts, see Section 1(g).
- g. Investment checks will usually be available for trading between 1 – 3 business days after review. The amount available for trading for J.P. Morgan Self-Directed Investing accounts will be subject to a limit of \$25,000 for clients using the Chase mobile app and \$50,000 for clients using the J.P. Morgan mobile app. All deposits into investment accounts will be subject to a 7 business day withdrawal hold after review.
- h. The maximum amount you may deposit through the Service for bank accounts is \$2,000 per day, or \$5,000 in any rolling thirty (30) day period, unless you are a (i) Chase Private Client, in which case the maximum is \$25,000 per day, or \$100,000 in any rolling thirty

(30) day period, or a (ii) client with a J.P. Morgan Private Bank account, in which case the maximum is \$100,000 per day or \$500,000 in any rolling thirty (30) day period. For investment accounts, the maximum deposit amount is \$100,000 in any rolling thirty (30) day period for taxable accounts and for IRAs the maximum for Contribution (as defined by the IRS) is \$6,000 or \$7,000 per year in accordance with IRS guidance and \$500,000 for Rollovers (as defined by the IRS) and Direct Transfers (as defined by the IRS), in any rolling thirty (30) day period. However, we may allow transactions that exceed your limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for security reasons. When you open the Service on your mobile device and select an account, the application will display your current available limit and you may view the maximum amounts we will permit you to deposit daily and on a rolling thirty (30) day basis. We reserve the right to modify the foregoing limits, and/or impose limits on the number of deposits that you transmit using the Service from time to time, and will notify you to the extent required by law. You are responsible for accurately selecting the appropriate IRA, tax year, contribution type and other information and understand that errors may have tax consequences and may not be able to be remediated.

- i. We may, at our discretion, return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
- j. We do not charge you for using the Service.
- k. All of your deposits using the Service will be reflected on your Chase or J.P. Morgan account statements, as applicable, and in your online account activity. You will also receive a receipt on your mobile device at the time the deposit is completed through the Service.

## **2. Item Quality and Processing**

The image of an Item transmitted to us using the Service must be legible. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your account.

## **3. Representations, Warranties, and Covenants of Customer**

You represent, warrant, and covenant to us that:

- any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate

amount of the Item;

- no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already paid;
- you will not redeposit through the Service any Item previously deposited and returned to you unless we advise you otherwise;
- you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- you will use the Service only to transmit Items that originated as paper Items;
- if you are depositing Items on behalf of third parties, the owner of the Item has authorized you to negotiate the Item and electronically transmit the Item; (for deposits to Investment accounts),
- you will only transmit Item(s) that are drawn on or payable at or through banks located within the United States; and
- if you are scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item.

## **Addendum: Chase QuickDeposit Classic for Business Banking**

***(For Business Customers Only)***

Last updated: 10/04/2021

This Addendum governs your use of the Chase QuickDeposit Service as described below (for purposes of this Addendum, the “**Service**”).

### **1. Chase QuickDeposit Service**

- a. The Service allows you to make certain deposits to an eligible account electronically by using a capture device to create an electronic image of an Item by scanning the Item and transmitting it and related data to us. As part of the Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you scan any Item, you shall endorse all Items with your name and the legend “For Deposit Only”.
- b. Deposits made via a single feed check or multi-feed check feeder scanner (ordered from J.P. Morgan Chase) may only be made from a location within the United States and its territories. Deposits made via an eligible mobile device or eligible tablet device (without single feed or multi-feed scanner attached) may be scanned from any location.
- c. You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction.

- d. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes (except for funds availability, see Section 1(f) below), including return items processing.
- e. If we receive a scanned Item at or before 11:00 p.m. ET on a Business Day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 11:00 p.m. ET or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next Business Day.
- f. Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of Items to us. Funds from deposits made via the Service generally will be available for withdrawal by the next business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.
- g. We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
- h. You agree to pay the fees described in Exhibit A attached hereto.

## **2. Deposit Limits**

- a. You may make deposits to your account via a single feed check or multi-feed check feeder scanner (ordered from J.P. Morgan Chase), eligible mobile device or eligible tablet device. Notwithstanding the foregoing, if you are a Private Banking client, deposits to an account may only be made via a single feed check or multi-feed check feeder scanner (ordered from J.P. Morgan Chase).
- b. The maximum amount you may deposit on any day, and the maximum aggregate amount that you may deposit during any thirty (30) day period to each Business Account via an eligible mobile device or eligible tablet device are subject to limits and will be displayed within the Service prior to each deposit. The maximum amount you may deposit to each Business Account via a single feed check or multi-feed check feeder scanner (ordered from J.P. Morgan Chase) on any day is \$999,999,999.99, and the maximum aggregate amount that you may deposit to each account during any thirty (30) day period is \$999,999,999.99.
- c. If you are a Private Banking client, in lieu of the foregoing, the maximum amount you may deposit to each account via a single feed check or multi-feed check feeder scanner (ordered from J.P. Morgan Chase) on any day is \$999,999,999.99, and the maximum aggregate amount that you may deposit to each account during any thirty (30) day period is \$999,999,999.99.

## **3. Item Processing**

If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;

- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your account.

## **4. Representations, Warranties, and Covenants of Customer**

You represent, warrant, and covenant to us that:

- any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- the Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- you will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
- you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- you will only transmit items that originated as paper Items;
- if the you are depositing Items on behalf of third parties, the owner of the Item has authorized you to negotiate the Item and electronically transmit the Item; and
- if you are scanning Items from a location outside of the United States (only permitted via an eligible mobile device or eligible tablet device), such authorization covers the cross-border transmittal of the Item.

## **5. Cancellation or Termination of Service**

If you cancel or terminate the Service before the expiration of two (2) years from your first use of the Service, you shall pay an Early Cancellation Fee, as stated in Exhibit A.

You can cancel the Service by calling 800-242-7338. When you call us, we may also require you to put your request in writing. When you cancel the Service, you will no longer be able to access any of your Service features. You will not receive a refund of any Service fee if your Service is cancelled.

### **Exhibit A to Chase QuickDeposit Classic for Business Banking Addendum**

Monthly Fee\*:

- \$25.00 for single feed check feeder scanner
- \$50.00 for multi-feed check feeder scanner



First Scanner:

- No charge (with 24-month scanner agreement)

Additional Scanner:

- \$300 per single feed check scanner (plus applicable sales tax)
- \$600 per multi feed check scanner (plus applicable sales tax)

Transaction Fees:

- See your deposit account agreement

Early Cancellation Fee:

- \$250.00

\*Monthly fee may differ based on promotional pricing. Any differences will be disclosed and agreed to prior to service activation.

## **Addendum: Fraud Protection Services**

***(For Business Customers Only)***

Last updated: 10/04/2021

This Addendum governs your use of the fraud protection services described below (the **"Fraud Protection Services," "FPS"** or for purposes of this Addendum, the **"Service"**). Except as otherwise set forth in this Addendum (including Section 9 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions

### **1. Fraud Protection Services**

The Services are data matching services comprised of the Positive Pay Service, the Reverse Positive Pay Service, and the ACH Debit Block Service. There is no fee for any of the Fraud Protection Services. These Services are tools that you may select for eligible checking accounts to help you manage and control risks associated with the payment of Items as well as ACH debits presented against your accounts by enabling you to decide which checks are to be paid or returned unpaid as well as which ACH debits are to be allowed or blocked. For each eligible checking account, you may elect to enroll that account in the ACH Debit Block Service and either the Positive Pay Service or the Reverse Positive Pay Service or neither of them; provided, however, that you may not enroll an account in both the Positive Pay Service and the Reverse Positive Pay Service at the same time. When you enroll in either the Positive Pay Service or the Reverse Positive Pay Service, you will no longer receive the original Items with your account statement. When using Fraud Protection Services, it is a best practice to monitor the security dashboard daily for pending transactions.

## 2. Eligibility

You shall maintain a checking account with us domiciled in the United States and denominated in US Dollars. Not all checking accounts are eligible for the Fraud Protection Services, and we may change eligibility criteria and which checking accounts are eligible for any or all of the Fraud Protection Services at any time. Subject to checking account eligibility, you may also elect to unenroll a checking account from one of the Fraud Protection Services and to enroll that account in the other Fraud Protection Services at any time, but a change in the Fraud Protection Services may result in a gap period during which none of the Fraud Protection Services is available with respect to that account for a few days. You take all responsibility for any liability, loss or damage occurring during or related to that gap period and to work with us to minimize any liability, loss or damage occurring during or related to that gap period. Your checks must be printed within our guidelines as set forth in the Account Rules and Regulations.

## 3. Activation

To activate and use the Fraud Protection Services, you must have and maintain one or more deposit accounts with us, and request activation of the Fraud Protection Services by submitting the request on Chase Online for Business. Activation of the Fraud Protection Services is subject to our approval, and we may require you to enter the service activation codes that we may provide to you. The Reverse Positive Pay Service is available for use the next Business Day after activation. The estimated activation date for use of the Positive Pay Service will be within three (3) to seven (7) Business Days after Service enrollment. Submission of Positive Pay Issuance Information (as defined below) is required for Positive Pay service activation. Positive Pay Issuance Information submitted for Items issued before the activation date and presented to J.P. Morgan Chase for payment before the activation date will not be subject to the Positive Pay Service. Items presented to J.P. Morgan Chase for payment after the activation date will be subject to the Positive Pay Service. The ACH Debit Block Service will be activated within two (2) Business Days upon enrollment. Any changes made to an existing ACH Debit Block Service will be effective within two (2) Business Days after you make the change.

## 4. The Positive Pay Service

- a. **Issuance Information.** You will provide us, by 8:00 p.m. ET on the day on which you issue Items on a checking account enrolled in the Positive Pay Service, via Chase Online or another mutually agreed upon transmission method, the following issuance information for each Item: (i) account number; (ii) Item serial number (i.e., check number); (iii) dollar amount, and (iv) issue date (collectively, the **“Positive Pay Issuance Information”**). The Positive Pay Issuance Information provided by you must be exactly as it appears on the Item, including the punctuation thereof, and be provided to us without abbreviation or truncation.
- b. **Discrepancies/ Default Decision is Return.**

We will compare the Positive Pay Issuance Information provided by you with the

corresponding information contained on the Items presented to us. If Items are presented to us for which we have not received any Positive Pay Issuance Information or containing information different from the Positive Pay Issuance Information for that Item you provided, we will notify you by means of Chase Online or another transmission method selected by us, on the Business Day following the Business Day on which the discrepant Item is presented to us. We will provide you with information about any discrepancy in the account number, Item serial number (i.e., check number), or dollar amount thereof. You may then view the discrepant Item on Chase Online, and shall advise us via Chase Online or another transmission method selected by us by the Cutoff Time on that same Business Day whether you authorize that Item for payment (the **"Positive Pay Presentment Decision"**).

We are entitled to rely on any instructions which we receive from you and reasonably believe to be genuine. In the event that you fail to inform us of your Positive Pay Presentment Decision about any discrepant Item by the Cutoff Time, we are authorized to return such discrepant Item, unless otherwise agreed to in writing between the you and us, and to charge a returned check fee to your account for such Item or to any of your other accounts.

- c. **Item Payment.** We are authorized to pay any Item drawn on any account enrolled in the Positive Pay Service for which: (i) we receive Positive Pay Issuance Information, provided the Positive Pay Issuance Information matches the corresponding information for the Item, or (ii) the Item is otherwise properly payable. We are not obligated to maintain signature cards for your account and whether or not we do maintain signature cards; in no event shall we be obligated to inspect any check for the presence or authenticity of any signature or whether or not the signature is authorized. You acknowledge and agree that our adherence to these procedures, in lieu of signature examination, shall constitute the exercise of good faith and ordinary care by us in handling Items presented for payment against such account.
- d. **Over the Counter Presentment for Encashment.** We may, without liability to you, refuse to pay any Item presented for encashment at any of our branch locations. If an Item drawn on an account enrolled in the Positive Pay Service is presented for encashment at one of the our branch locations, you authorize us to pay or decline such Item based on the Positive Pay Service information at the teller line. We may charge a person who cashes an Item drawn on your account a fee if that person is not our customer. You agree to unconditionally release, indemnify and hold the J.P. Morgan Chase Indemnified Parties harmless against any and all Losses in connection with any third party claim resulting or arising from an Item being cashed over-the-counter, including our refusal to cash any Item.
- e. **Voided Items or Stop Payments.** You agree to indicate in the Positive Pay Issuance Information that an Item is void with respect to Items that are not in circulation. If you are not in possession of the original Item (or have not otherwise destroyed the original Item while in your possession) and you wish to stop payment for such Item, then you must place a stop payment order for such Item.

## **5. The Reverse Positive Pay Service.**

- a. **Paid Information.** For each Item drawn on an account enrolled in the Reverse Positive Pay Service and presented to us for payment that is in an amount greater than any threshold amount that you may establish, we will notify you, by the Business Day following presentment of the Item, the following information via Chase Online or another mutually agreed transmission method: (i) your account number; (ii) Item serial number; and (iii) dollar amount (collectively, the **"Reverse Positive Pay Information"**). You shall have the responsibility of comparing the Reverse Positive Pay Information with your issuance information for each Item. We shall have no liability for any discrepancy for any Item drawn on an account that is in an amount less than or equal to the threshold amount for that account established by you.
- b. **Discrepancies/ Default Decision is "Pay."** If, on the basis of the Reverse Positive Pay Information provided to you, you determine that an Item presented to us should not be paid, then, you will initiate, by means of Chase Online or another transmission method selected by us, by the Cutoff Time on the Business Day after the Business Day of presentment of an Item to us, a request to return the discrepant Item (the **"Reverse Positive Pay Presentment Decision"**). You shall provide details of any such discrepant Item to us including your account number, Item serial number and dollar amount. We are entitled to rely upon any Reverse Positive Pay Presentment Decision which we receive and which we reasonably believe to be genuine. **Your failure to review our transmission of Reverse Positive Pay Information or failure to initiate a Reverse Positive Pay Presentment Decision by the Cutoff Time for any Item may result in the payment of any such Item unless otherwise agreed to in writing by us.**
- c. **Item Payment.** We are authorized to pay any Item drawn on any account enrolled in the Reverse Positive Pay Service for which we provide Reverse Positive Pay Information and do not receive a timely Reverse Positive Pay Presentment Decision. We will return any Item for which a timely Presentment Decision to return an Item is received. We are not obligated to maintain signature cards for your account and whether or not we do maintain signature cards, in no event shall we be obligated to inspect any Item for the presence or authenticity of any signature or whether or not the signature is authorized. You acknowledge that our adherence to these procedures, in lieu of signature examination, shall constitute the exercise of good faith and ordinary care by us in handling Items presented for payment against your account.
- d. **Over-the-Counter Presentment for Encashment.** If an Item on any account enrolled in the Reverse Positive Pay Service is presented for encashment at one of the our branch locations, you authorize us to pay the Item as long as the we follow our usual and customary over-the-counter encashment procedures (as amended from time to time). We may charge a person who cashes an Item drawn on your account a fee if that person is not our customer. You agree to unconditionally release, indemnify and hold the J.P. Morgan Chase Indemnified Parties harmless against any and all Losses in connection with any third party claim resulting or arising from an Item being cashed over-the-counter, including our refusal to cash any Item. You acknowledge and agree that the Reverse Positive Pay Service may provide little, or no, protection to you with respect to Item presentment over-the-counter for encashment at our branches.

## 6. ACH Debit Block Service

a. **Authorized Originators.** Upon enrollment in the ACH Debit Block Service, we will only allow originators that you designate as an Authorized Originator to post ACH debits to account(s) that you enroll. You are solely responsible for providing us with all of the necessary and correct information to add an Authorized Originator, namely, the ACH Company ID, and we will not be liable for any transaction that we block or fail to block based on the information provided by you. You should confirm the ACH Company ID with each intended Authorized Originator before adding them.

When enabled, ACH Debit Block allows you to review and override your existing instructions to block or unblock certain of your ACH transactions being processed. You agree to the following when this feature is enabled and you choose to use it:

- We will present you with information on eligible ACH debits that are attempted to be withdrawn from your enrolled Accounts to enable you to decide on a per transaction basis whether to pay or return each attempted ACH debit. We cannot guarantee that all eligible ACH debits will be presented to you. We have no responsibility for, and shall not be liable to you in connection with, any failure to present such information;
- You must provide your instructions using the interface provided for ACH Debit Block Service by the cutoff time specified in the Service. If you fail to do so, we will process the ACH debit per your general Instruction;
- We are entitled to rely on any Instruction which we receive from you and reasonably believe to be genuine; and
- We are authorized to process an ACH debit in accordance with your existing instructions if you take no action to override your instructions, or your instructions to override are defective or untimely.

The option to review will be automatically enabled for new enrollments but can be disabled on the FPS settings tab. For existing ACH Debit Block enrollments, this feature can be enabled or disabled on the settings tab where available.

**IF YOU REMOVE THE ACH DEBIT BLOCK SERVICE FROM ANY ACCOUNT, ANY ORIGINATOR WILL BE ABLE TO POST ACH DEBITS TO THAT ACCOUNT, AS THEY WOULD HAVE BEEN ABLE TO DO BEFORE YOU ENROLLED THAT ACCOUNT IN THE ACH DEBIT BLOCK SERVICE.**

b. **Blocked Originators.** Upon enrollment in the ACH Debit Block Service, we will block all attempts to post ACH debits to your account by all originators not designated as an Authorized Originator. For clarity, any originator not designated as an Authorized Originator by you is a Blocked Originator. To illustrate, the Internal Revenue Service as well as other taxing authorities will be Blocked Originators unless you expressly authorize them as Authorized Originators.

c. **Transaction Limit.** If you set a Transaction Limit for any Authorized Originator, we will: (i) allow that Authorized Originator to post ACH debits to your account up to the Transaction Limit you set for that Authorized Originator; and (ii) block the full amount of an ACH debit any Authorized Originator attempts to post to your account if the ACH debit is over the applicable Transaction Limit. If you do not set a Transaction Limit for an

Authorized Originator, that Authorized Originator may debit your account up to the limit established by the ACH operating rules. You may elect to apply a Transaction Limit for each of the Authorized Originators or you may apply one Transaction Limit for all Authorized Originators.

d. **Transactions Not Affected by Blocking.** This ACH Debit Block Service does not apply to certain transactions. Notwithstanding any of the foregoing, the following types of ACH transactions will not be blocked:

- Debits to your account to offset any ACH credit entries originated by you through us;
- Reversals of previously-received ACH credit entries;
- Returns or reversals by the RDFI of ACH debit entries originated by you through us;
- Reclamation entries (debits);
- Debits to your account initiated by us or our agent or affiliate to correct processing errors, effect back valuations, or make other adjustments, or for fees, charges, or other amounts you owe us or our affiliate;
- Debits to your account that we post pursuant to our internal procedures in order to comply with applicable law, rules, and regulations (including payment system rules or guidance); and
- Debits to your account for any transaction originated before you enrolled in the ACH Debit Block Service.

e. **We may override your ACH debit decisions** and take a different action on your behalf under certain circumstances as listed below.

i. We may override your ACH debit instructions and return certain ACH debits you approve if:

- there are insufficient funds in your Account to cover the ACH debit;
- a stop payment was previously placed on the transaction;
- we determine the transaction must be returned for fraud, risk-management, legal, or regulatory reasons; or
- the Service is unavailable.

ii. We may override your ACH debit instructions and process certain ACH debits you decide to return, including ACH debits we process per our internal procedures, to comply with any legal requirement, payment system rule or guidance.

## 7. Unavailability of Service/ Alternative Service

In the event of a service disruption involving the Digital Platforms, generally, or the Fraud Protection Services, specifically, we may, but shall not be obligated to, extend Cutoff Times, or to fax, email or otherwise send Positive Pay Information and/or Reverse Positive Pay Information to you, and we may, but shall not be obligated to, designate alternative procedures for utilization of the Fraud Protection Services and for us to receive Positive Pay Issuance Information, Positive Pay Presentment Decisions, and Reverse Positive Pay Presentment Decisions. You should call Chase Online Customer Service at 877-CHASEPC (877-242-7372) with any question or concern, or if the Fraud Protection Services are unavailable. Notwithstanding anything to the contrary contained in this Section: (a) if we do not receive any Positive Pay Presentment Decision about any discrepant Item by the Cutoff Time, we may return such discrepant Item, and (b) if we do not receive any Reverse Positive Pay

Presentment Decision with respect to any Item by the Cutoff Time, we may pay any such Item.

## 8. Disclaimer

No representation or warranty of any kind or description is intended or to be inferred from the name "Fraud Protection Services," which is a name given for the Positive Pay Service, the Reverse Positive Pay Service, and the ACH Debit Block Service available as data matching tools for your use on Chase Online to aid you to discharge your responsibility to prevent errors and fraud that may exist with respect to Items presented against your accounts.

## 9. Definitions

- **"ACH Company ID"** refers to the ACH Company ID for an originator, as it appears on that originator's company/batch header record.
- **"ACH Debit Block Service"** refers to the services described in Section 6 of this Addendum.
- **"Authorized Originator"** refers to an ACH Company ID that you have authorized to post ACH debits to your account.
- **"Blocked Originator"** refers to an ACH Company ID that you have not authorized to post ACH debits to your account.
- **"Cutoff Time"** refers to 4:00 PM local time at the branch office where the account is maintained.
- **"Positive Pay Service"** refers to the services described in Section 4 of this Addendum.
- **"Reverse Positive Pay Service"** refers to the services described in Section 5 of this Addendum.
- **"Transaction Limit"** refers to the maximum amount of a single ACH debit that can be posted to your account. You may set a Transaction Limit for an account, an individual Authorized Originator, or both.

## Addendum: Gifting Service

Last updated: 10/04/2021

This Addendum governs your use of the Gifting Service (as defined below).

1. You may use your eligible From Account to buy a digital merchant gift card ("**Gift Card**") to send to another J.P. Morgan Chase customer, as well as anyone you know residing in the United States (the "**Gifting Service**"). Eligible accounts for this service are currently certain J.P. Morgan Chase checking accounts. We have the right to determine eligibility and to restrict categories of accounts and recipients to whom Gift Cards can be sent using the Gifting Service in our sole discretion.
2. You cannot buy a physical gift card through the Gifting Service.
3. We provide the Gifting Service through an arrangement with our gift card service provider or the merchant that accepts the Gift Card and the merchant's vendor. We

have the right to determine eligibility and to restrict categories of merchants from whom Gift Cards can be purchased using the Gifting Service in our sole discretion.

4. We do not sell or issue the Gift Cards. When you buy a Gift Card through the Gifting Service, you are purchasing a Gift Card from the merchant or its vendor that can only be used with that merchant. We are not responsible for any damage or harm to you or any third party resulting from the purchase of a Gift Card through the Gifting Service. We do not warrant the availability or functionality of a Gift Card purchased through the Gifting Service.
5. To buy a Gift Card, you must enter the Gift Card amount, the Send On Date, and the recipient's email address or other information as we may require. The email address must belong to the intended recipient residing in the United States. You should only use the Gifting Service to send Gift Cards to people that you know. Please make sure you accurately enter the recipient's email address since your obligation to pay for the Gift Card will not be excused by an error in the information you enter. Both we and a merchant may limit the amount of a Gift Card you can purchase. You acknowledge and agree that the Gift Card purchase will be completed using only the email address you provided for the recipient, even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient and the purchase in your transaction history but will not be used to process the Gift Card purchase or to validate that the intended recipient owns or has authorized access to the email address you entered.
6. We will not process your payment for the Gift Card if you do not have sufficient funds in your designated From Account on the Send On Date or at the time the transaction is initiated for Current Day purchases of Gift Cards. If sufficient funds are not in the From Account on the Send On Date or at the time the transaction is initiated for Current Day purchases, the Gift Card transaction will fail and we will not make repeat attempts to debit the applicable account.
7. We will share your Gift Card information including recipient's information with our gift card service provider or the merchant, who will share the information with their vendor. Our gift card service provider or the merchant and the merchant's vendor are responsible for delivering the Gift Card to the person you choose and to the email address or other contact information you provided. If your payment for the Gift Card is successful, you authorize us to withdraw and transfer money from your From Account in the amount of the Gift Card immediately or on the Send On Date, as applicable, to pay our gift card service provider or the merchant.
8. Gift Cards can be purchased in amounts of up to \$100 per transaction with a maximum of \$1,000 per day, and \$5,000 in any calendar month, in the aggregate from all your combined accounts registered with the Gifting Service. All limits are subject to temporary reductions to protect the security of customer accounts and/or our processing systems. At our discretion we may refuse to process any transaction that exceeds any of the limits. In this case, you are responsible for making alternate arrangements or rescheduling the Gift Card purchase.
9. We are not responsible for any acts or omissions by our gift card service provider or the merchant or their vendor.
10. A Gift Card is subject to terms and conditions imposed by the merchant that accepts the Gift Card and the merchant's vendor. We do not control the terms of a Gift Card



purchased through the Gifting Service. Nothing in those terms and conditions limits our rights or your obligations under any agreement between you and us. We do not provide Gift Card support services related to issues arising after the issuance of the Gift Card. You must contact our gift card service provider or the merchant or their vendor to resolve issues related to a Gift Card arising after issuance of the Gift Card.

11. We do not charge a monthly service fee for you to use the Gifting Service. However, if we process a payment in accordance with your Instructions that overdraws your From Account with us or exceeds your J.P. Morgan Chase credit card limit, we may assess a fee or charge interest in accordance with the terms of your account agreement or other applicable agreement. Fees are subject to change from time to time upon notice to you as may be required by law.
12. You may not edit or cancel a pending or processed Gift Card, but you may cancel any Future Dated Gift Cards up until the Send On Date.
13. Gift Cards cannot be returned, refunded, replaced, or redeemed for cash.
14. Gift Cards may only be sent to a recipient in the United States and may only be redeemed within the United States.

## **Addendum:**

### **Online Wire Transfer and Chase Global Transfer Services**

Last updated: 04/27/2023

This Addendum governs your use of the Online Wire Transfer and Chase Global Transfer Services (referred to as **"Funds Transfer Services"** or **"FTS"** or for purposes of this Addendum, the **"Services"**) including what you can expect from us and the security procedures we will take when you use the Funds Transfer Services.

#### **1. Protect Yourself Against Wire Scams**

**Only wire money to people you know or recipients you have verified. Be aware of wire scams**, because once the wire is sent, you may not be able to recover your money.

**Know the signs of a scam. The requestor:**

- Sends you wire instructions via email (ex. loan closing – always verify details by phone)
- Contacts you unexpectedly
- Claims there is an emergency
- Pressures you into paying immediately
- Only accepts payments via wire, gift cards, or crypto currency
- Tells you to "keep it secret" or instructs you "how to answer questions at the bank"
- Makes an offer or opportunity that sounds too good to be true
- Asks for your personal information

**Known Common Wire Scams:**

- Imposter: "I'm with the IRS, and you owe back taxes. If not paid immediately, a lawsuit

will be filed against you.”

- Romance / New Friend: “I want to meet you in person, but I can’t afford to travel. Can you send me money?”
- Family Emergency: “Grandma, I’m in trouble – I need money fast.”
- Lottery Winnings: “Congratulations! You’ve won the lottery! We will need to collect taxes prior to your payment.”
- Investment Opportunity: “This is a once-in-a-lifetime opportunity with a big payout!”
- Tech Support: “We’ve detected malware on your computer. Let’s get that fixed for you for a small fee.”

## 2. Service

The following types of funds transfers, when completed using our Online Services or Mobile Services, are governed by this Addendum:

- a. **Domestic Funds Transfer:** A funds transfer sent to a bank within the United States, including its territories.
- b. **International Funds Transfer:** A funds transfer sent in either U.S. or foreign currencies, including using our Chase Global Transfer service, to a bank outside the United States.
  - **Consumer International Funds Transfer:** A funds transfer that is sent by a natural person in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes.

By accepting and using FTS you agree to these terms and conditions and authorize us to provide you Domestic Funds Transfers or International Funds Transfers using our Online Services or Mobile Services. All other payments or transfers available through Online Services or Mobile Services are subject to terms and conditions separate from this Addendum.

## 3. Security Procedures

These security procedures are only to help prevent unauthorized access to your account. You must be an active Online Services and/or Mobile Services user with a valid user ID and Password to use FTS. You should not discuss or disclose your online user ID and Password, your one-time code, or any other information that we may use to confirm your identity with any person regardless if they have access to your accounts.

You acknowledge that we offer funds transfer services in person at our branches that provide a higher level of security for your accounts, and you can use this option instead. You acknowledge the security procedures for FTS are a commercially reasonable method of verifying your funds transfer. You are responsible for any funds transfer issued in your name using these security procedures, whether or not you actually authorized the transfer. You are required to activate FTS prior to using this service. Prior to scheduling a transfer, you must establish a recipient and the financial institution that holds the recipient account. When you use this service, you will authenticate with a username and password and may, from time to time, be asked to complete additional authentication steps like security questions, one-time

codes, and other methods of authentication.

We may impose stricter security procedures for any particular funds transfer you make under this service, but we have no obligation to do so. If we choose to impose the stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

#### **4. Processing, Canceling, Delays and Notifications of Funds Transfers**

- a. Processing: We'll start processing your funds transfer the same Business Day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions. We are not obligated to accept or process funds transfers that exceed your daily limit, which may change over time. All of the funds transfers sent from all your accounts within your user ID before the established cutoff time for each Business Day will count towards your daily limit. If you need to initiate a funds transfer in excess of your limit, visit any Chase branch.
- b. Canceling: You have the right to cancel Consumer International Funds Transfers at no cost to you within thirty (30) minutes after you have authorized us to send it. Please see the section Consumer International Funds Transfers for more information on canceling Consumer International Funds Transfers. For all other funds transfers, once you have submitted a funds transfer for the current Business Day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your funds transfer due to the transfer being delayed by more than five business days; if we do cancel your funds transfer we'll notify you.
- c. Modifying: Once a funds transfer has begun processing, we will not be able to change any type of funds transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the funds transfer request, you will be responsible for the transfer you initially requested.
- d. Internal Review: All scheduled funds transfer requests are subject to an internal review, which includes the recipient, and may not be approved. In addition, we may need to contact you to verify information about your funds transfer during that internal review. During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.
- e. Notifications: We will update Wire Payment activity page in the Chase mobile application and [chase.com](https://www.chase.com) regarding the status of your wire transfer. We may also send you an email notification or Chase Secure Message Center message on the status of your funds transfer. If we send you an email we will use an email address you have provided. We may also call you or send you an SMS message on the status of your funds transfer. If we send you an SMS message, we will use a mobile number you have provided. We may also notify you verbally of the status of your transfer, but we are not required to do so. If

you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your funds transfer. You may use [chase.com](https://chase.com), the Chase mobile application or contact us at a Chase branch or call center for the status of your transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a transfer is only an indication that we've received your request and not an indication that we've accepted your transfer.

## 5. Identifying Number

We or any other bank involved in the funds transfer will complete your funds transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

## 6. Repeating and Future Dated Funds Transfers

You may request a future dated (one-time) or repeating funds transfer to an established recipient from your account, except for Consumer International Funds Transfers. It is your responsibility to update or change any monthly payments details.

Repeating funds transfers will begin processing on the same calendar day that you established it unless the calendar day is a non-Business Day, and then it will begin processing on the prior Business Day.

You may cancel a future dated or repeating funds transfer before 11:59 p.m. ET (8:59 p.m. Pacific Time) the calendar day before the funds transfer is scheduled to begin processing, either via our Online Services, Mobile Services or by contacting us.

## 7. Foreign Exchange Transfer

It is our discretion in which foreign currencies we will send fund transfers, and these can change at any time. If you send a funds transfer in a foreign currency, you authorize us to subtract the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion.

The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If you send a repeating or future dated funds transfer in a foreign currency, you authorize us to deduct the amount from your account using the foreign exchange rate we offer on the

date we start processing your funds transfer and you agree you are not entering into a foreign currency forward or futures contract with us.

If your initial request is returned, cancelled or changed, and if you request a new funds transfer, the current exchange rate at the time of the new transaction will apply. If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the funds transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the funds transfer. However, if you requested a Consumer International Funds Transfer additional rights may apply. If you cancel a funds transfer request, other than a cancellation of a Consumer International Funds Transfer within thirty (30) minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses.

If the funds transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the funds transfer or convert it. If converted, you agree the funds transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

## **8. Fees and Payment Route**

We may charge a fee when you use FTS based on your account agreement or fee schedule in effect when the wire is sent from your account, or for certain business accounts, based on the terms in effect when your next available account analysis is performed. Financial institutions may deduct processing fees and/or charges from the amount of the wire transfer. Any deductions taken by us, and our affiliates, may include processing fees charged by Chase. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer.

## **9. Funds Transfer System Rules and Laws**

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your funds transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

If you make a Consumer International Funds Transfer, it is also subject to additional federal laws and regulations.

## **10. Failure to Perform; Limitation of Liability**

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided

under UCC 4A or, to the extent applicable Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any funds transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. Contact Us in the Event of an Error**

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a funds transfer request we accepted and subtracted from your account was either in error or not authorized. Except for any Consumer International Funds Transfer, in the event of an error or unauthorized funds transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a funds transfer unless you notify us within this 30-day period. For additional terms governing Consumer International Funds Transfers, please see the section Consumer International Funds Transfers.

## **12. Consumer International Funds Transfers**

- a. This section contains additional terms applicable only to Consumer International Funds Transfers. This section does not apply to any funds transfer request for delivery to a beneficiary in the United States, to any funds transfer request initiated by a non-consumer, or to any funds transfer request initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this section and a provision in the rest of this Agreement, or in the agreement governing your funding account, the provision in this section will control with respect to Consumer International Funds Transfers.
- b. Prior to sending a Consumer International Funds Transfer, we will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the beneficiary, the amount and description of any fees and taxes imposed by us, the total amount of the transaction, the exchange rate to be used if applicable, the amount of currency to be transferred, the amount and description of any fees imposed by intermediaries or our agents, and the amount that will be received by the beneficiary. In addition to the items above you will also be provided the date the funds are to be made available to the beneficiary, error resolution and cancellation right information and other disclosures. This will be provided either at the time you authorize the funds transfer or on a receipt provided after you've authorized your transaction.
- c. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A.

Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any funds transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- d. You have the right to cancel Consumer International Funds Transfers at no cost to you within 30 minutes after you have authorized us to send it. Please refer to the disclosure we provided to you at the time you authorized the Consumer International Funds Transfer on how to cancel.
- e. If you think there has been an error or problem with your Consumer International Funds Transfer, call us at 1-855-536-1269, visit a Chase branch, or send an account inquiry via Secure Message Center on chase.com. You must contact us within 180 days of the date we disclosed to you that funds would be made available to the recipient.

When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the recipient, and if you know it, their telephone number or address;
- The dollar amount of the transfer; or
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation and will advise you of any remedies that may be available to you. If no response is received, we will refund your account for the applicable remedies. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

### 13. How to contact us

In case of errors or questions about your funds transfers please contacts using the online message center or as follows:

<b>Main Phone Number:</b>	877-242-7372
<b>International Calls:</b>	713-262-3300
<b>Deaf and Hard of Hearing:</b>	We accept operator relay calls
<b>Written Correspondence:</b>	Online Customer Service PO Box 2558

## **Addendum: PayPal Provisioning Platform Terms**

Last updated: 10/04/2021

This Addendum contains the PayPal Provisioning Platform Terms ("**Terms**") that govern your provisioning of any eligible Card (each, a "**Chase P3 Card**") for use on the PayPal Provisioning Platform ("**P3**"). When we use the word "merchant" in this Addendum, it also includes retailers.

### **1. Service Description**

P3: (a) allows the electronic storing of your Chase P3 Card information, which we sometimes refer to as adding a Chase P3 Card to or provisioning a Chase P3 Card for use with P3, (b) allows you to use such stored, eligible Chase P3 Cards to enter into transactions with merchants using P3, and (c) allows other services that are described in these Terms or that we may offer from time to time. You may add or provision any or all your eligible Chase P3 Cards (e.g., those you have now and those you obtain or open in the future) onto P3, and you may also remove them, as described below. Each Chase P3 Card may be used as the payment source for your P3 transactions with merchants. When you add one or more Chase P3 Cards onto P3, you may select any one of them to be the default card. When you use P3, you request us to provide the merchant, the applicable payment network (such as Visa), PayPal, and others (such as a payment processing entity or a token service provider) your selected Chase P3 Card information, including the full account number, and other information that's associated with the selected Chase P3 Card, to allow your transaction to be completed and/or to facilitate your participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by us or those third parties. Transactions conducted using a Chase P3 Card are subject to the same rights and obligations as stated in the applicable cardmember agreement or account agreement that governs the Chase P3 Card.

### **2. P3 Information**

You agree that any information you provide to us to use P3 will be complete and accurate. You will keep any passwords, PINs and/or user IDs that enable you to access P3 ("**P3 Credentials**") confidential. If you disclose your P3 Credentials to any person(s) or entity, you are authorizing that person or entity to transact on your behalf as if they were an authorized user of your Chase P3 Cards, and you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to access or use your P3 Credentials, you are authorizing any transactions and activities performed by them. Notify us immediately if any of your P3 Credentials is lost, stolen, forgotten, or compromised.

### **3. Transaction History**



You agree and acknowledge that the transaction history for P3 solely represents our authorization of your P3 transactions and may not reflect any post-authorization activity, including clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your P3 transaction history in connection with use of your Chase P3 Card may be preliminary and may not match the transaction amount that ultimately clears, settles, and posts to your Chase P3 Card's billing or monthly statement.

#### **4. Eligibility and Removal of Chase P3 Cards**

Only Chase P3 Cards that we determine are eligible can be added to or provisioned for use with P3. If your credit card, debit card, prepaid card, or other card or underlying account is not in good standing, that credit card, debit card, prepaid card, or other card will not be eligible to be added to or provisioned for use with P3. We may determine other eligibility criteria in our sole discretion. We can also remove your Chase P3 Card from P3 at any time, or otherwise block, restrict or suspend your access to or use of any Chase P3 Card or P3 at any time and for any reason. These reasons may include, but are not limited to, suspected fraud or illegal activity or unauthorized or improper conduct. You can also remove one or more of your Chase P3 Cards from P3 at any time through [chase.com](https://chase.com), the Chase Mobile® app, [paypal.com](https://paypal.com), or PayPal's app.

#### **5. Your Chase P3 Card Terms Do Not Change**

When a Chase P3 Card is added or provisioned onto P3, the terms and the agreement that govern your Chase P3 Card do not change. The applicable cardmember agreement or account agreement that governs the Chase P3 Card, as amended from time to time, is incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making purchases through P3. P3 provides another way for you to make purchases or other transactions with the Chase P3 Card. P3 may also allow you to access certain features of a Chase P3 Card, or the rewards programs associated with that Chase P3 Card, such as the ability to pay with points. For avoidance of doubt, in that case, these Terms, the cardmember agreement or account agreement that governs the Chase P3 Card, and any rewards program agreement, will apply. For the avoidance of doubt, in that case, these Terms cover only those elements not governed by the cardmember agreement or account agreement that governs the Chase P3 Card, and any rewards program agreement.

#### **6. J.P. Morgan Chase Is Not Responsible for Third Parties**

Using P3 may depend on your relationship with other third parties. We are not responsible for any aspect of those relationships, or for the performance or non-performance of these third parties. Our role is limited to providing information to a merchant, the applicable payment network (such as Visa), PayPal, and/or others (such as a payment processing entity or a token service provider) to allow that party to honor your Chase P3 Card and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions between you and a

merchant are governed by the merchant's terms and conditions.

## 7. Access and License

You may not, and will not allow or cause any third party to do the following: (a) use P3 in connection with any fraudulent or illegal conduct, transaction or business, as determined by us in our sole discretion; or (b) act as a payment intermediary, aggregator or service bureau yourself or on behalf of any third party, including, without limitation, handling, processing or transmitting funds for any third party.

## 8. Merchant Offers

Through your enrollment in P3 or required Systems, you may be presented with certain discounts, rebates or other benefits and offers ("**Offers**") from merchants that may be of interest to you. In order to use these Offers, you may be required to register with the merchant or service provider, which may include providing personal information and agreeing to additional terms of use. Offers from merchants may not always be available and may change without notice. We, or any merchant, may provide you with additional terms, conditions or disclosures related to these Offers. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your cardmember agreement or the account agreement that governs your Chase P3 Card, all matters related to these Offers, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through P3 or the Offers that they provide.

## 9. Privacy

Your privacy and the security of your information are important to us. Our online privacy policy and, where appropriate, our U.S. consumer privacy notice, as amended from time to time (available online at [chase.com](https://www.chase.com)), applies to your use of P3 and your Chase P3 Card. You agree that we may collect, use and share your personal information in accordance with each of the online privacy policy and the U.S. consumer privacy notice, and to provide the services you have requested, including to add or include your Chase P3 Card and to maintain P3. Our sharing of your information may include providing a merchant, the applicable payment network (such as Visa), a Third Party Wallet provider, PayPal, and others (such as a payment processing entity or a token service provider) your name, full account number, card expiration date, email address, phone number, billing address, and shipping address as required to complete a purchase using P3, and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your Chase P3 Card transactions, and to improve our ability to offer these services. Once we share your information with a merchant, Third Party Wallet provider, PayPal, or such other third party, you agree that the merchant or such other third party, and not J.P. Morgan Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and

disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our online privacy policy or privacy notice.

Esta página contiene información acerca del uso de tu tarjeta Chase Visa y Mastercard® en billeteras digitales. Si tienes alguna pregunta, por favor, llama al número que aparece en el reverso de tu tarjeta.

Credit and debit card products are provided by JPMorgan Chase Bank, N.A. Member FDIC

## **Addendum: Real-Time Payments Service**

Last updated: 10/04/2021

This Addendum governs your use of the service that allows you to send or receive payments to other Persons (the **"Real-Time Payments Service"** or for purposes of this Addendum, the **"Service"**). By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you wish to return a payment received through the Real-Time Payments Service, you must contact us at 877-CHASEPC (877-242-7372) (J.P. Morgan Online clients only, call 877-840-0723). For Consumer Accounts, please see your deposit account agreement for important information about your rights and obligations regarding liability for activity on your account.

### **1. About the Real-Time Payments Service**

The Real-Time Payments Service enables you to send payments to and receive payments from Persons that bank with a financial institution that participates in the Real-Time Payments System, including JPMC (each a **"Service Participant"**), which includes the ability to send payments to your accounts with other Service Participants. In addition, if enabled by us, you can use the Real-Time Payments Service to receive requests for payment from Persons that bank with Service Participants and to send requests for payment to Persons that bank with Service Participants. The Real-Time Payments service also includes **"Real-Time Payments Service for Vendors and Employees"**, which is a service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services.

### **2. Sending Funds**

You may initiate a payment from a Sender to a Receiver through the Real-Time Payments Service (a **"Service Transfer"**) by submitting a request (a **"Service Transfer Request"**) through Chase Online, Chase Mobile®, Chase Business Online, J.P. Morgan Online, J.P. Morgan Mobile, or such other Digital Platforms as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the amount of funds that the Sender directs the

Sending Financial Institution to transfer to the Receiver (the “**Service Transfer Amount**”). By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount immediately upon receipt of your submission of the Service Transfer Request. For purposes of this Addendum, “**Payment Amount**” refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.

You may not send through the Real-Time Payments Service more than: (a) \$5,000.00 in a single transaction, \$10,000.00 in one day, or \$50,000.00 in one month from a **Consumer Account**; (b) \$25,000.00 in a single transaction or your currently applicable daily transfers limit (with no monthly limit) from a **Business Account**; or (c) \$10,000.00 in a single transaction or \$20,000.00 in one day (with no monthly limit) from a **Private Banking Account**. We may establish lower transaction limits for you and may block any attempted Service Transfer that exceeds the limit(s). We may adjust the limits at any time in our sole discretion. We will notify you of such adjustments.

### **3. Risks Associated with the Real-Time Payments Service**

There are risks associated with using the Real-Time Payments Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Real-Time Payments Service to make payments to Persons that you know. If you receive a request for payment through the Real-Time Payments Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Real-Time Payments Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 877-CHASEPC (877-242-7372) (J.P. Morgan Online clients only, call 877-840-0723). If a Person contacts you outside of the Real-Time Payments Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of Persons who contact you and ask for payment, you may lose the full amount of your payment.**

We do not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Real-Time Payments Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended

Receiver. If you wish to request that a Receiver return funds that you sent through the Real-Time Payments Service (a **"Return Request"**), please notify us at 877-CHASEPC (877-242-7372) (J.P. Morgan Online clients only, call 877-840-0723). Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Real-Time Payments Service. We cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request. For purposes of this Addendum, **"Receiving Financial Institution"** refers to us, when you are the Receiver, and the Receiver's financial institution, when you are the Sender.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, OUR SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.**

#### **4. Receiving Payments**

You are not obligated to accept a payment that is sent to you through the Real-Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us at 877-CHASEPC (877-242-7372) (J.P. Morgan Online clients only, call 877-840-0723).

A Sender may request a return of funds sent through the Real-Time Payments Service. If we receive a return request, we will contact you.

Incoming payments to you through the Real-Time Payments Service, including those made in response to a request for payment, cannot exceed 100,000.00 per transfer. If you are expecting a Service Transfer, it is your responsibility to advise the Sender of this

limit. Additionally, we may set a transaction limit for outgoing payments you make using the Real-Time Payments Service in connection with a request for payment, in which case we will provide you with notice of the amount of such limit. Any such transaction limit may change from time to time. If you receive a request for payment that exceeds the transaction limit, you may make a partial payment up to the transaction limit, subject to any limitations or restrictions on receipt of payment by the Receiver.

## 5. Fees

Except as set forth below, we do not charge a fee to use the Real-Time Payments Service.

The fee for sending a payment using Real-Time Payments Service for Vendors and Employees will be the lesser of \$25 or 1% of the total Payment Amount; provided, however, that this amount may vary if you are also a Private Banking customer.

## 6. Requests for Payment

If enabled, you may use the Real-Time Payments Service to submit requests for payment, or make payments in response to requests for payment, subject to the following terms:

- You may only submit requests for payment, or make payments in response to requests for payment, to Persons who: (a) are known to you; and (b) would reasonably expect to receive a request for payment, or receive a payment in response to a request for payment, from you.
- By submitting a request for payment or making a payment in response to a request for payment, you represent and warrant that the requestor payment is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that we do not guarantee that the Sender will send payment, in whole or in part, in response to or otherwise accept your request for payment.
- You acknowledge and agree that our enabling the use of the Real-Time Payments Service to receive requests for payment or to make payments in response to requests for payment does not require us to provide for or guarantee delivery of a request for payment or payment in response to a request for payment to any and all Persons.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Sender.**
- You acknowledge and agree that your use of the Real-Time Payments Service to receive requests for payment or to make payments in response to requests for payment may be subject to eligibility requirements, and we may suspend or terminate your ability to submit or receive requests for payment or your access to the Real-Time Payments Service in the event that we reasonably suspect you have failed to comply with this Agreement.

## 7. Failed Service Transfers

A Service Transfer may fail if:

- there are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- the Sending Institution or Receiving Institution suspects or determines that the Service transfer does not comply with these terms or the rules of the real-time transfer system that is accessed through the Real-Time Payments Service;
- the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- the Service Transfer Request exceeds the Sender's limit(s);
- the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- the Real-Time Payments Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within fifteen (15) seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

## 8. Availability of Funds

Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Except as otherwise set forth in this Agreement, funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

## 9. Prohibited Payments

You agree that you shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (a) payments that violate or appear to violate any local, state, or federal law or regulation; (b) payments to accounts domiciled outside the United States; (c) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; or (d) any other payment that violates this Agreement.

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (a) on your own behalf; or (b) on behalf of Persons

that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws, rules, and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets Control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

## **Addendum:**

### **Terms for Adding Payment Information to Businesses**

Last updated: 10/04/2021

This Addendum contains the terms for adding payment information to businesses (these **"Terms"**) that apply when you choose to add a Card as a digital payment method for a merchant or business you select (**"Business"**). In these Terms, "you" and "your" refer to the cardholder of the Chase Card, and "we," "us," "our," and "J.P. Morgan Chase" refer to the issuer of your Card, JPMorgan Chase Bank, N.A. When you add a Card to a Business, you agree to these Terms:

#### **1. Adding Your Chase Card**

A Business you transact with may offer you the ability to digitally store your Card information with them to facilitate making future payments to that Business with your Card, in a process known as "card-on-file". Through the Service, you can add an eligible Card as a saved digital payment method to a Business by following our instructions as they appear on a J.P. Morgan Chase proprietary platform (e.g., Chase Mobile® app or [chase.com](https://chase.com)) (for purposes of this Addendum, the **"Service"**). To add a Card, you must select the Business for which you want to add your Card. You will then be asked to enter your log-in credentials (e.g., username, password) with our service provider, a third party who we are working with to bring you the Service, for the Business that you selected to add your Card, at which point our service provider will log in as you with the Business to share your Card information, including your account number, in secure and encrypted format to the Business so that your Card will become a "card-on-file" and may be used as the default payment method for that Business. You may change your default payment method for that Business at any time thereafter.

Only Cards that we determine are eligible can be added to a Business. For example, if your Card is not in good standing, that Card will not be eligible to be added to a Business. We may determine other eligibility criteria in our sole discretion. When you add a Card to a Business, the Business may allow you to (a) use the Card to (i) enable transfers of money between you and others who are enrolled with the Business or a partner of such Business, and/or (ii) enter into transactions with the Business, including the ability to use the Card to complete transactions at participating physical locations or e-commerce locations of the Business; and (b) use other services that are described in the Business's agreement or that they may offer from time to time. We reserve the right to terminate our participation with a Business at any time and the right to designate a maximum number of Cards that may be added to a Business.



## **2. Your Card Terms Do Not Change**

The terms and agreement that govern your Card do not change when you add your Card to a Business. The applicable cardmember agreement or account agreement that governs the Card, as amended from time to time, is incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions with a Business. This feature simply provides another way for you to make purchases or other transactions with the Card.

## **3. Applicable Fees**

Any applicable interest, fees, and charges that apply to your Card or underlying account will also apply when you use your Card with a Business. J.P. Morgan Chase does not charge you any additional fees for adding your Card to a Business. The Business and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Card information with a Business and you shall comply with any and all applicable tax laws in connection therewith.

## **4. J.P. Morgan Chase Is Not Responsible for the Business**

J.P. Morgan Chase is not the provider of any products or services of the Business, and we are not responsible for providing any products or services of the Business to you. We are only responsible for supplying information securely to the Business to allow usage of the Card with the Business. We are not responsible for any acts, omissions, or failure of the Business, or for any errors or delays caused by the Business resulting in your inability to use a Card for any transaction.

We are not responsible for the performance or non-performance of a Business or any other third parties regarding any agreement you enter into with a Business or associated third-party relationships that may impact your use of this feature.

## **5. Transaction History**

You agree and acknowledge that any transaction history displayed by the Business solely represents our authorization of your Card transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Business's transaction history in connection with use of your Card may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement, which shall be deemed the prevailing document.

## **6. Removing Your Card from a Business**

You can remove your Card from a Business at any time by following the instructions provided

by the Business. We can also block a Card from certain transactions or purchases with a Business at any time.

## **7. Ending or Changing these Terms**

Your use of a Card with a Business after we have made changes to these Terms available will be considered your agreement to the changes. We will provide notice of changes if required by law. Furthermore, subject to applicable law, at any time we may: (a) terminate your use of any Chase Card in connection with a Business; (b) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Business; (c) change a Chase Card's eligibility for use with a Business; and/or (d) change the Card authentication process. You can terminate these Terms at any time by removing all Cards from all Businesses.

## **8. Privacy**

Your privacy and the security of your information are important to us. Our online privacy policy and, where appropriate, our U.S. consumer privacy notice, as amended from time to time (available online at [chase.com](https://chase.com)), applies to your use of this feature and your Card. You agree that we may collect, use and share your personal information in accordance with each of the online privacy policy and the U.S. consumer privacy notice, and to provide the services you have requested, including to add or include your Card as a digital payment method with a Business and to maintain this feature. Our sharing of your information may include providing a Business, the applicable payment network (such as Visa), and others (such as a payment processing entity or a token service provider) your name, card number, card expiration date, email address, phone number, billing address, and shipping address as required to use this feature. We can also share your information in order to make information available to you about your Card transactions, and to improve our ability to offer new services. Once we share your information with a Business or other third party, you agree that the Business or other such third party, and not J.P. Morgan Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our online privacy policy or privacy notice.

## **9. Limitation of Liability; No Warranties**

WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A CARD TO A BUSINESS, OR YOUR ACCESS OR USE OF A CARD WITH A BUSINESS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL BUSINESSES AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT INCLUDED IN OR

PROVIDED BY THE BUSINESSES.

## 10. Questions

If you have any questions, disputes, or complaints about a Business, contact the Business using the information given to you by the Business. If your question, dispute, or complaint is about your Card, then contact us at 888-364-7250.

Esta página contiene información acerca del uso de tu tarjeta Chase Visa y Mastercard® en billeteras digitales. Si tienes alguna pregunta, por favor, llama al número que aparece en el reverso de tu tarjeta.

Credit and debit card products are provided by JPMorgan Chase Bank, N.A. Member FDIC

## Addendum:

### Terms for Adding Your Chase Card to a Third Party Digital Wallet

Last updated:10/04/2021

This Addendum contains the terms for adding your Chase Card to a third party digital wallet. These terms (the "**Terms**") apply when you choose to add a Chase credit card, prepaid card or debit card ("**Chase Card**") to a digital wallet or other payment service managed or owned by a third party ("**Wallet**"). In these Terms, "you" and "your" refer to the cardholder of the Chase Card, and "we," "us," "our," and "Chase" refer to the issuer of your Chase Card, JPMorgan Chase Bank, N.A.

When you add a Chase Card to a Wallet, you agree to these Terms:

#### 1. Adding Your Chase Card

You can add an eligible Chase Card to a Wallet by either following our instructions as they appear on a Chase proprietary platform (e.g., Chase Mobile® app or chase.com) or by following the instructions of the Wallet provider. Only Chase Cards that we determine are eligible can be added to the Wallet. If your Chase Card or underlying account is not in good standing, that Chase Card will not be eligible to be added to or enrolled in the Wallet. We may determine other eligibility criteria in our sole discretion. When you add a Chase Card to a Wallet, the Wallet may allow you to (a) use the Chase Card to (i) enable transfers of money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider, and/or (ii) enter into transactions where the Wallet is accepted, including the ability to use the Chase Card to complete transactions at participating merchants' physical locations, e-commerce locations, and at ATMs; and (b) use other services that are described in the Wallet provider's agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your Chase Card is accepted. We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time and the right to designate a

maximum number of Chase Cards that may be added to a Wallet.

## **2. Your Chase Card Terms Do Not Change**

The terms and agreement that govern your Chase Card do not change when you add your Chase Card to the Wallet. The applicable CardMember Agreement or account agreement that governs the Chase Card, as amended from time to time, are incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with the Chase Card.

## **3. Applicable Fees**

Any applicable interest, fees, and charges that apply to your Chase Card or underlying account will also apply when you use a Wallet to access your Chase Card. Chase does not charge you any additional fees for adding your Chase Card to the Wallet or using your Chase Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Chase Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewith.

## **4. Chase Is Not Responsible for the Wallet**

Chase is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Chase Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

## **5. Transaction History**

You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider's transaction history in connection with use of your Card in the Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement, which shall be deemed the prevailing document.

## **6. Contacting You Electronically and by Email or through Your Mobile**

## **Device**

You consent to receive electronic communications and disclosures from us in connection with your Chase Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Chase product, service or account, or through the mobile device on which you have downloaded the Chase Mobile app. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

## **7. Removing Your Chase Card from the Wallet**

You should contact the Wallet provider on how to remove a Chase Card from the Wallet. We can also block a Chase Card in the Wallet from certain transactions or purchases at any time.

## **8. Governing Law and Disputes**

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Chase Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Chase Card agreement.

## **9. Ending or Changing these Terms; Assignments**

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of a Chase Card in a Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. We can also assign these Terms. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Chase Card in connection with a Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Chase Cards in connection with a Wallet, (iii) change a Chase Card's eligibility for use with a Wallet and/or (iv) change the Chase Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing all Chase Cards from the Wallet. You may not assign these Terms.

## **10. Privacy**

Your privacy and the security of your information are important to us. Our Online Privacy Policy and, where appropriate, our U.S. Consumer Privacy Notice (available online at: <https://www.chase.com/>), as amended from time to time, applies to your use of your Chase Card in the Wallet. You may be provided with the ability to share your Chase Card number with Wallet providers or a payment network, and you agree that we may share certain of your other information with the Wallet providers, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Chase Card transactions, and to improve our ability to offer these services. This information helps us to add your Chase Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet

provider and that is governed by the privacy policy given to you by the Wallet provider.

## 11. Notices

We can provide notices to you concerning these Terms and your use of a Chase Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 1-888-364-7250.

## 12. Limitation of Liability; No Warranties

WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A CHASE CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.

## 13. Questions

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Chase Card, then contact us at: 1-888-364-7250.

Esta página contiene información acerca del uso de su tarjeta Chase Visa® en billeteras digitales. Si tiene alguna pregunta, por favor, llame al número que aparece en el reverso de su tarjeta.

Credit and debit card products are provided by JPMorgan Chase Bank, N.A. Member FDIC

## **Addendum: Transfers Service**

Last updated: 10/04/2021

This Addendum governs your use of the service to Transfer funds between your eligible accounts held by us, or between an eligible account held by us and an External Account ("**Transfers Service**" or for purposes of this Addendum, the "**Service**"). Except as otherwise set forth in this Addendum (including Section 6 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

## 1. General Terms Applicable to Transfers

When you use, or allow another to use, the Online Service or Mobile Services to send Instructions to us to make Transfers between two eligible accounts through the Online Service or Mobile Services, you agree to the terms and conditions set forth in this Addendum. You also agree that once a Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Transfer.

All of your Transfers made through the Transfers Service will appear on the statements for your respective accounts. Certain Transfers available through the Online Service or Mobile Services may also be subject to terms and conditions separate from this Addendum that apply to such other services including the online wire transfer service. Please refer to the agreements and documentation that you receive for those services for that information.

Any Transfer made from any of your savings accounts by using the Online Service or Mobile Services is a restricted Transfer subject to certain limitations. Please refer to our deposit account agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts, credit card accounts, and other products that may be accessed via the Transfers Service, including your deposit account agreement or other terms and conditions governing your account, credit card, mortgage, auto, installment loan or line of credit agreements.

Not all accounts are eligible for the Transfers Service. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom the Transfers Service may be made in our sole discretion.

### a. Cutoff Times

Cutoff Times are as follows on any Business Day in ET:

- i. Cutoff Times to **schedule** Transfers are as follows:

Transfers **to** or **from** J.P. Morgan Chase deposit accounts:

- 11:00 p.m. ET on any Business Day for Internal Transfers
- 8:00 p.m. ET on any Business Day for External Transfers

Transfers **from** J.P. Morgan Chase line of credit accounts:

- 11:59 p.m. ET any day for Internal Transfers **to** a J.P. Morgan Chase checking or prepaid account

- 8:00 p.m. ET on any Business Day for External Transfers

Transfers **to** or **from** Investment Accounts:

- 4:30 p.m. ET on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 4:30 p.m. ET on any Business Day for initiating a Current Day Transfer **from** Investment Accounts\*

**\*Transfers involving money market mutual funds may be subject to other cutoff times mandated by the applicable mutual fund company, which may be earlier than 4:30 p.m. ET. For more information, please see the prospectus or call the phone number on the front of your account statement.**

i. Cutoff Times to Cancel Transfers are as follows:

Transfers **to** or **from** J.P. Morgan Chase deposit accounts:

- 11:00 p.m. ET on any Business Day for Future Dated Internal Transfers, except as provided below. Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 p.m. ET on any Business Day for External Transfers

Transfers **from** J.P. Morgan Chase line of credit accounts:

- 11:59 p.m. ET any day for Internal Transfers to a J.P. Morgan Chase checking or prepaid account. Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 p.m. ET on any Business Day for External Transfers

If you wish to Cancel a Transfer, you should cancel your transaction online.

Notwithstanding the foregoing, for Investment Accounts, Sections 2(b)(iv) and 2(c)(iv) also apply.

## **b. Service Fees**

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Transfers. If we process a Transfer in accordance with your Instructions that overdraws your account or exceeds your J.P. Morgan Chase credit card limit, we may assess a fee or charge interest in accordance with the terms of your deposit account agreement or other applicable agreement. We are not responsible for any Transfer request if there isn't enough money in the designated From Account or if the payment request exceeds your credit card limit.

## **c. Repeating Transfers**

Repeating Transfers that are for the same fixed amount each month will be sent on the same



calendar day of each month, or on the prior Business Day if the regular Send On Date or Transfer date falls on a non-Business Day. Repeating Transfers will be deducted from your From Account, or charged to your J.P. Morgan Chase credit card, on the Send On Date or Transfer date, as applicable. In order to authorize a Repeating Transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating Transfer three (3) Business Days or more before the Send On Date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service or Mobile Services, you may also call our customer service at 800-935-9935 or write to online customer service at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

**For Investment Accounts**, you can establish a repeating incoming Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing Transfer request, you must contact Investment Services at **800-392-5749**.

#### **d. Additional Terms Applicable to Transfers**

You authorize us to charge your designated From Account for all Transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds, including funds in any linked account used for overdraft protection, (or available credit) to cover a Current Day Transfer, we will not retry the transaction and the Transfer will be immediately rejected.

In the case of Future Dated transfers (excluding Autosave Transfers), if sufficient funds are not in your account (inclusive of any funds in a linked account used for overdraft protection) on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message advising you of each failed attempt to transfer from your From Account.

**For Investment Accounts**, you can set a future Transfer date even if there are insufficient funds in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

#### **e. Internal Transfers**

Internal Transfers can be used to Transfer funds between your eligible accounts held by us.

To make Internal Transfers, you must have at least two eligible accounts with us between which you may Transfer money. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum transfer allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a J.P. Morgan Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- ii. Transfers between deposit and eligible prepaid accounts held by us: Current Day transfers between deposit and eligible prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online transactions, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the next Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and eligible prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investment Accounts: Current Day Transfers can be made between eligible deposit accounts held by us and an Investment Account. **NOTE: You can cancel an existing one time Transfer request or cancel/modify a recurring Transfer request online. However, in order to modify or cancel a recurring distribution from a retirement account, you must call Investment Services at 800-392-5749.**

A. Transfers to Investment Account

When Instructions are received by us on a Business Day between 5:00 a.m. ET and the Cutoff Time, funds will be posted to, and viewable in, the Investment Account and available for trading immediately as of the day the Instruction was made.

When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in the Investment Account and available for trading at or about 5:00 a.m. ET on the next Business Day following the day the Instruction was made. When Instructions are received on a non-Business Day, funds will be posted to, and viewable in, the Investment Account and available for trading at or about 5:00 a.m. ET on the next available Business Day following the day the Instruction was made.

## B. Transfers from Investment Account

When Instructions are received by us on a Business Day between 5:00AM ET and the Cutoff Time, Transfers will be immediately posted to, and available for withdrawal in the To Account. When Instructions are received after the Cutoff Time, Transfers will be posted and available for withdrawal in the To Account at or about 5:00AM ET on the next Business Day following the day the Instruction was made. When Instructions are received on a non-Business Day, Transfers will be posted to, and available for withdrawal in, the To Account, at or about 5:00AM ET on the next available Business Day following the day the Instruction was made.

**The Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading, regardless of whether Instructions are received at or before/after the Cutoff Time.**

## C. Manual Approval

Certain Transfers including Transfers from an Investment Account over \$100,000.00, multiple same day Transfers and certain future dated Transfers are subject to manual approval and Transfers to/from Investment Accounts will occur according to these terms upon such approval.

- v. Autosave Feature: You can set up automatic Transfers from your checking account to your savings account, investment account, or to other types of accounts that we may specify from time to time. We may offer certain Autosave features which, if used by you, give us discretion, within limits set by you, to make periodic Transfers based on factors such as your account balance and spending patterns, and you agree to regularly monitor such Transfers closely and change or cancel them as you determine necessary. Use the Chase Mobile app or [chase.com](https://www.chase.com) to set up, review, change or cancel your transfers. Except as specifically set forth herein or where the law requires a different standard, we are not liable for any errors, losses or damages in connection with any Transfer of funds or failure to Transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any interest, gains or dividends you might have earned or not earned in any account as a result of your use of Autosave.

## f. External Transfers

External Transfers can be used to Transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

- i. Excluding Transfers to or from Investment Accounts, Transfers to or from External Accounts may be made in amounts of up to \$10,000 or \$25,000 per transaction, depending on internal J.P. Morgan Chase criteria (applicable limit will be displayed

and/or applied at the time of transfer), or a maximum of \$25,000 per day in the aggregate from all your combined accounts, except as otherwise noted below. If your From Account is a home equity line of credit secured by your Texas homestead, to the extent eligible, each transfer must be a minimum of \$4,000. If you are a Chase Sapphire Banking, Chase Private Client, Private Banking, or Business Banking customer, the following Transfer limits apply to you in lieu of the foregoing:

	<b>Per Transaction Limit</b>	<b>Maximum Daily Limit (all accounts in the aggregate)</b>
<b>Chase Sapphire Banking</b>	\$100,000.00	\$100,000.00
<b>Chase Private Client</b>	\$100,000.00	\$100,000.00
<b>Private Banking</b>	\$100,000.00	\$100,000.00
<b>Business Banking</b>	\$100,000.00	\$100,000.00

- ii. If your From Account is a J.P. Morgan Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- iii. Transfers between eligible deposit and prepaid accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers to an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By Date. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for Transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On Date.
- iv. Transfers to or from Investment Accounts
  - A. Transfers to Investment Account. When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 p.m. ET on the next Business Day after the day the Instruction was made. These funds will be available for trading at or about 11:59 p.m. ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 p.m. ET on the second Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 p.m. ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the External Account in the amount of the transfer for up to four (4) Business Days.
  - B. Transfers from Investment Account. When Instructions are received **at or before** the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 p.m. ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 p.m. ET on the day they post and are viewable in the External Account. When Instructions are

received after the Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 p.m. ET that day. The funds will be available in the External Account at or about 11:59 p.m. ET on the day they post and are viewable in the External Account. **Regardless of whether Instructions are received at or before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.**

- v. Transfer Instructions relating to External Accounts and the transmission and issuance of data related to such Instructions shall be received pursuant to the terms of this Addendum and the Rules and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you. We reserve the right at any time to delay the availability of funds transferred into your deposit account via a debit from another account pending settlement or until such time as those transactions cannot be reversed in accordance with the Rules or applicable law.

## **2. Additional Terms Applicable Only to Transfers For Consumer Accounts**

For Consumer Accounts, please see your deposit account agreement for important information about your rights and obligations regarding liability for activity on your account. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Concerns about other transactions in your Investment Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement. In the case of errors or questions about your electronic funds transfers made through Transfers, please consult your account agreement for details and reporting time frames.

## **3. Our Guarantee**

### **The Online and Mobile Banking Guarantee – Only for Online and Mobile Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from your eligible consumer deposit accounts with us or without your authorization through the Transfers Service, we will reimburse you 100% if you tell us within two (2) Business Days of your discovery of the unauthorized transaction. This guarantee covers only things that are within our control -- the guarantee does not cover losses, which you cause, or processing delays, which are not caused by us or within our control, including cover your failure to completely log out and exit the Online Service or

Mobile Services when you're finished with your online session or away from your computer or mobile device, or your negligent handling of your user ID and Password. It is your responsibility to use care when exiting the system and safely maintain your user IDs and Passwords. See Section 2 "Additional Terms Applicable Only to Transfers for Consumer Accounts" for additional information about your rights and obligations regarding liability for activity on your account.

## **4. Additional Terms Applicable Only to Transfers for Business Accounts**

### **a. Linking Multiple Accounts – Business and Consumer**

You may use Chase Online for Small Business to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses that may be added to your business subscription with the agreement of each such business. You may be permitted to link Consumer Accounts to your Online Service or Mobile Services profile provided: (i) the authorized signer on the Business Account is also an authorized signer on the consumer accounts to be linked and (ii) the Consumer Account information provided during linkage is accurate and can be validated.

### **b. Liability for Unauthorized Transfers for Business Deposit Accounts Only**

You are responsible for all Transfers that are authorized using your Password. If you permit other persons to use the Services or your Password, you are responsible for any transactions they authorize.

We are not liable to you for any errors or losses you sustain in using the Transfer Service except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for the Transfers Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized Transfer or error from any of your accounts in accordance with the applicable time frames set forth in your account agreement shall relieve us of any liability for any losses sustained after the expiration of such reporting period and you shall thereafter be precluded from asserting any such claim or error.

### **c. Errors and Questions about Transfers for Business Deposit Accounts Only**

In the case of errors or questions about your electronic funds transfers made through the Transfers Service, please consult your account agreement for details.

## **5. Definitions**

- **"Repeating"** refers to automatic recurring transfers made to the same To Account for

the same amount which you can authorize for transmission.

- **“Sent”** refers to the status of a Transfer where the funds have been debited from the applicable account, but which the Transfer has not yet been posted to the account.
- **“Transfers”** refers to, collectively, Internal and External Transfers.

## **Addendum: Zelle® Service**

Last updated: 11/13/2022

This Addendum governs your use of the Zelle® Service (sometimes referred to as Chase QuickPay®, Chase QuickPay® with Zelle®, QuickPay, Send Money with Zelle®, Chase Person-to-Person QuickPay, Chase QuickPay for Small Business, or other trade name or trademark as determined by us) and J.P. Morgan QuickPay (for purposes of this Addendum, the **“Zelle® Service”, “Zelle Service” or “Service”**). Except as otherwise set forth in this Addendum (including Section 17 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

### **1. General Terms Applicable to the Service; Eligibility and User Profile**

- a. We have partnered with Zelle to enable transfers of money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a **“User”**) using aliases, such as email addresses or mobile phone numbers.
- b. In order to register in the Service to request, send or receive money, you must have one or more eligible accounts to designate a From Account and/or a To Account, as applicable. If the existing default From Account or To Account you designated is inactive or terminated, we may, and you hereby authorize us to, designate on your behalf another eligible and active Chase Account in your profile as your primary From Account or To Account. You may change the designated accounts at any time subject to the terms of this Agreement. We have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the Service in our sole discretion. To use the Service to make a transfer between (i) two registered Zelle accounts; (ii) a Chase Account and a Network Bank Account (as defined below), or (iii) a Chase Account and an Out-of-Network Bank Account (as defined below).
- c. You represent that you are a U.S. resident (not including U.S. territories) and you have the authority to authorize debits from and credits to the registered bank account(s). You agree that you will only use the Service: (i) for lawful purposes; and (ii) not to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your

behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

- d. **Zelle Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service (including but not limited to memo fields accompanying a transfer) any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.
- e. Although neither we nor Zelle have any obligation to monitor any Content, both we and Zelle have absolute discretion to remove Content at any time and for any reason without notice. We and Zelle may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and Zelle make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service
- f. If your Chase Account is not in good standing, that account will not be eligible to be used in Zelle transactions.

## 2. Registering/Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers), and must immediately update any registered email address or mobile phone number that you surrender or no longer use. You may not register or enroll with a home phone or "landline" phone number, Google Voice number, or Voice over Internet Protocol phone number.
- b. To send, request and/or receive money, the User must (i) be registered with (A) the Service or (B) the person-to-person payment service of clearXchange, Zelle or a Network Bank, and (ii) have an eligible To Account or From Account, and in the case of transfers between you and another User at J.P. Morgan Chase, eligible To and From Accounts that are Chase Accounts.
- c. Once registered/enrolled, you may: (i) authorize a debit of your account to send money to another User at your initiation or at the request of that User; and (ii) receive money from another User at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- d. If at any time while you are enrolled, you do not send or receive money using the



Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

- e. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money to you with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is registered to you with the e-mail or mobile phone provider, but is not already enrolled with Zelle), you will receive a message with instructions on how to enroll with Zelle.

### **3. Statements**

All of your transfers made through the Service to or from a Chase Account will appear on the J.P. Morgan Chase statement for such account.

### **4. Mobile & Text Services; Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Addendum. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks, Out-of-Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You will immediately notify us if any mobile phone number or email address you have registered is (i) surrendered by you, or (ii) changed by you.

In the case of any text messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the agreement.

## 5. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers (e.g. IMSI and IMEI) and other device and subscriber status) and device details, if available, to us or our service providers, which we may use for the duration of your business relationship with us, solely to allow verification of your identity, to compare information you have provided to us or to Zelle® with your wireless operator account profile information, and for other user, token or transaction verification to help prevent scams and fraud. See Zelle's Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. See Privacy Policy and Notice for how we treat your data.

## 6. Cancellation of Your Service

You may cancel the Service by calling 877-CHASEPC (877-242-7372) or online. By canceling the Service, any Pending, Repeating and Future Dated transfers, will also be terminated, however any transfer that is In Process cannot be Cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other Online Services or Mobile Services or your account relationships, if any, with us.

## 7. Cutoff Times

Between Chase Accounts: The Cutoff Time for sending payments in order for recipients to receive money on the same day is 11:00 p.m. ET on any Business Day.

Between a Chase Account and an Out-of-Network Bank Account or a Network Bank Account: The Cutoff Time for receiving payments from an Out-of-Network Bank Account or a Network Bank Account is 11:00 p.m. ET on any Business Day. The Cutoff Time for sending payments to an Out-of-Network Bank Account or a Network Bank Account is 8:00 p.m. ET on any Business Day.

## 8. Receiving Money

- a. You authorize us to accept, on your behalf, all payments sent to you through the Service. Once a Zelle user initiates a transfer of money to your email address or mobile phone number registered with the Service, you have no ability to stop or cancel the transfer. By using the Service, you agree and authorize us to initiate credit entries to the primary or default account you have registered for the Service. For avoidance of doubt, payments sent to you will be Cancelled if you have not designated any Chase Account as the primary or default account for the Service. To avoid this cancellation, if the existing primary or default account you designated is inactive or terminated, we may, and you

hereby authorize us to, designate on your behalf another eligible and active Chase Account in your profile as your primary or default account to receive payments sent to you through the Service.

- b. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment
- c. Notwithstanding anything set forth in this Agreement, processing times vary depending on registration and information provided by the sender and recipient. We will automatically begin the delivery process and send notice of a transfer to the recipient on the Send On Date. We will continue our attempts by sending a second notice of a transfer to the recipient, and providing the recipient a period of nine (9) succeeding Business Days to register in the Service, or the person-to-person payment service of clearXchange, Zelle or a Network Bank. At the end of this period, if the recipient still has not registered, the transfer request will be Cancelled. The sender may cancel the transfer at any time during this ten (10) day period if the recipient is not registered at the time of cancellation. During this period, a hold may be placed on the sender's account for the amount of the transfer. Once the recipient has successfully enrolled, transfers will automatically be debited from the sender's account and deposited in the recipient's account.
- d. The recipient may not initiate a transfer of funds from a third party's From Account to the recipient's To Account. You may however send an email via the Service to request money from a third party if you have a valid email address for such third party.
- e. As a recipient or sender of any transfer using the Service, you acknowledge and agree that, we may delay, block or cancel a payment, charge back and/or put a hold on the amount of such payment to or from the From Account or other account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, scams, suspicious or illegal activity, duplicate payment, incorrect amount or incorrect recipient or otherwise to meet our regulatory obligations. The hold on the amount of such payment may be up to ten (10) days. For example, we may need additional time to verify your identity or the identity of the person sending the money, or the payment may be delayed due to technical difficulties or circumstances beyond our control. If we delay or block a payment that you have initiated, we will notify you. Neither we nor Zelle shall have liability to you for any such transfers of money, including any (i) failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) related losses or damages.

## **9. Requesting Money**

- a. You may also send a text message via the Service to request money from a recipient holding an Out-of-Network Bank Account or an account at a Network Bank, if you have a valid mobile phone number for such recipient and the Network Bank or Zelle sends text messages at that mobile phone number to the recipient. If a request for transfer is subsequently cancelled by the requestor, and the sender has initiated a transfer tied to that request, the transfer will be Cancelled unless it is a Current Day transfer, the transfer is already accepted, or it is after the Cutoff Time on the Send On Date.
- b. You may request money from an individual or a group of individuals (up to a maximum

number as determined by us from time to time) registered with clearXchange, Zelle or a Network Bank. You understand and acknowledge that individuals to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other individuals by sending a payment request or that you'll receive the requested amount. If an individual ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that individual. We have the right to expire all pending payment requests sent by you after a period of time determined by us from time to time, which is currently set at fourteen (14) days from the Send On Date.

- c. By using the Service, you agree that you will not use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend, and hold the J.P. Morgan Chase Indemnified Parties and Zelle (including its officers, directors, employees and agents) harmless from and against any and all Losses in connection with any third party claim resulting or arising from any request for money that you send that is related to overdue or delinquent amounts.
- d. By using the Service, you agree to receive money requests from others, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us. We do not assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.
- e. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## **10. Sending Money**

You may send money to a recipient at your initiation or in response to that recipient's request for money. You understand that use of this Service by you shall at all times be subject to (a) this Agreement, and (b) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop or cancel it. The sender must be registered with (a) the Service with an eligible From Account or (b) the person-to-person payment service of clearXchange, Zelle or a Network Bank, and provide a valid email address or mobile phone number for the recipient. Funds will not be withdrawn from the From Account until the transfer has been accepted.

You acknowledge and agree that payment transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient in the drop down menu and your transaction history but will not be used to process payments. Please make sure you accurately enter the recipient's email address or mobile phone number and ensure that their email address or mobile phone number is current and registered by the recipient since your obligation to pay for the transfer will not be excused by an error in the information you enter.

You also acknowledge and agree that we can (a) use and add any person or entity (and their associated information) with whom you have transacted through the Service to your list of Zelle recipients; and (b) access, use and add any person or entity from your contacts contained on your device (subject to your consent) for the purposes of updating your list of Zelle recipients, verifying their Zelle enrollment status, and displaying of a Z logo (or substantially similar indicia) for each such mobile number or email address of those contacts that are enrolled. You may add, edit and/or remove any recipients at any time.

## **Sending Money Between Chase Accounts**

To use the Service to send money between two Chase Accounts, the sender and the recipient must each maintain a Chase Account. You may transfer funds - up to your available balance plus any amount in your overdraft protection account, if applicable.

Transfers between Chase Accounts: If you use the Service to send money, you authorize us to withdraw funds from your designated From Account for all transfers of funds that you initiate through the Service and you also agree to have sufficient funds in your From Account on the Send On Date for each such transfer you schedule until the transfer is Completed or Cancelled, subject to Section 7(e). We will not be obligated to make any transfer you may request unless there are sufficient available funds in the From Account to cover the transfer. Transfers from Chase Accounts will be Funded from your From Account on the date of acceptance.

For transfers between Chase Accounts, funds should typically be available within minutes, but no later than the next Business Day if the transfer is sent before the Cutoff Time.

Current Day transfers between Chase Accounts: Any transfer Instruction for a requested Current Day transfer received by us after the Cutoff Time or on non-Business Days will not be a Current Day transfer and will be processed the following Business Day. If there are insufficient available funds to cover a Current Day transfer, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

Repeating and Future Dated transfers between Chase Accounts: In the case of Repeating and Future Dated transfers, if sufficient funds are not in the From Account on the Send On Date, the transfer will fail and we will not make repeat attempts to debit the applicable account.

## **Sending Money Between Chase Accounts and Out-of-Network Bank Accounts**

To use the Service to send and receive money between a Chase Account and an Out-of-Network Bank Account, the parties must use at least one eligible Chase Account with us and at least one Out-of-Network Bank Account. To send money from a Chase Account, you may transfer funds - up to your available balance plus any amount in your overdraft protection account, if applicable.

Transfers between a Chase Account and an Out-of-Network Bank Account: You authorize us to charge your designated From Account with us for all transfers of funds that you initiate through the Service and you also agree to have sufficient funds in your From Account on the

Send On Date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled, subject to Section 7(e). We will not be obligated to make any transfer you may request unless there are sufficient available funds (including any available overdraft protection account you may have) in your From Account to cover the transfer on the Send On Date until the transfer is Completed or Cancelled. If there are insufficient available funds to cover a transfer on the date of acceptance, the transfer will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers to an Out-of-Network Bank Account will be deducted from the From Account held by us following acceptance. Transfers from Out-of-Network Bank Accounts are subject to the processing times of the Out-of-Network Bank Account. Instructions for transfers from the Out-of-Network Bank Accounts that we receive by the Cutoff Time on a Business Day will be sent to the Out-of-Network Bank Account on the same day for processing.

Transfers to an Out-of-Network User through [clearXchange.com](https://clearXchange.com): For transfers from a Chase Account to an Out-of-Network Bank Account through use of [clearXchange.com](https://clearXchange.com), the transfer should typically be completed one to two Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

Transfers from an Out-of-Network User through [clearXchange.com](https://clearXchange.com): For transfers from an Out-of-Network Bank Account to a Chase Account through use of [clearXchange.com](https://clearXchange.com), the transfer should typically be completed four to five Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

Transfers to or from the Zelle platforms: For transfers between a Chase Account and an Out-of-Network Bank Account or a Network Bank Account through use of the Zelle platform(s), the transfer should typically be completed within minutes, subject to the processing times of the financial institution holding the other account.

## **Sending Money Between Chase Accounts and Network Bank Accounts**

To use the Service to send and receive money between a Chase Account and a Network Bank Account, the parties must use at least one eligible Chase Account with us and at least one Network Bank Account. The holder of an account with a Network Bank may register with the person-to-person transfer service of the Network Bank holding their account and will not be required to register through the Service. To send money from a Chase Account, you may transfer funds up to your available balance plus any amount in your overdraft protection account, if applicable.

Transfers from a Chase Account to a Network Bank Account: You authorize us to charge your designated From Account with us for all transfers of funds that you initiate through the Service, and you also agree to have sufficient funds in your From Account on the Send On Date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled, subject to Section 7(e). We will not be obligated to make any transfer you may request unless there are sufficient available funds

(including any available overdraft protection account you may have) in your From Account to cover the transfer on the Send On Date until the transfer is Completed or Cancelled.

If there are insufficient available funds to cover a transfer to a Network Bank Account on the date of acceptance, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers to a Network Bank Account will be deducted from the From Account held by us once the recipient or the Network Bank accepts. Funds will typically be available in the Network Bank Account when J.P. Morgan Chase sends a guarantee of payment or a similar notice to the Network Bank, and depending on the Network Bank and whether there are sufficient funds in your Chase Account, that may be within minutes or within two Business Days following acceptance. Once your transfer has been submitted and confirmed, we will provide you information on when the funds for each transfer will become available.

Transfers from a Network Bank Account to a Chase Account: Transfers from Network Bank Accounts to Chase Accounts are subject to the terms of the person-to-person transfer service of the Network Bank and may be delayed or cancelled as the Network Bank may determine in its sole discretion.

Funds will be typically available when J.P. Morgan Chase receives a guarantee of payment or a similar notice from the Network Bank sending the transfer, and depending on the Network Bank, that may be within minutes or within three Business Days following acceptance, subject to the processing times of the Network Bank. After acceptance, we will provide you information on you when the funds for each transfer will become available.

## 11. Transfer Limits

Transfers from your Chase Accounts may be made in any amounts from \$1 up to the limits shown below. Limits are aggregate from all of your combined Chase accounts registered with the Service. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system. **Note that the amount of money you can send a new recipient may be initially subject to lower limits; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.**

	Consumer Chase Accounts	Chase Private Client or Chase Private Banking Client Chase Accounts	Business Chase Accounts
Per transaction	\$2,000	\$5,000	\$5,000
Per day	\$2,000	\$5,000	\$5,000
Per calendar month	\$16,000	\$40,000	\$40,000

Your individual transfer limits may vary from the transfer limits shown above as determined in our sole discretion based on your recipient, the transaction history for your recipient, and

your account tenure. Your transfer limits may be different from those of other Users depending upon the foregoing criteria which we may change from time to time. We will present your applicable limit for your recipient when using the Service if it varies from the limits shown above. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using Zelle without prior notice to you, unless otherwise required by applicable law or regulation. At our discretion we may refuse to process any transaction that exceeds your individual limits or to protect the security of your account and/or the transfer system. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Transfer limits, if any, applicable to a holder of Network Bank Accounts or Out-of-Network Bank Accounts for transfers to Chase Accounts or in receiving transfers to their Network Bank Accounts or Out-of-Network Bank Accounts are governed by the terms of the person-to-person transfer service of clearXchange, Zelle or the applicable Network Bank.

## **12. Repeating Transfers**

Repeating transfers that are for the same fixed amount each month will be sent in accordance with your Instructions and on the same calendar day of each period you designate, or on the prior Business Day if the regular Send On Date falls on a non-Business Day. In order to authorize a Repeating transfer, you agree to have a printer or other means to obtain a printed copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transfer on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you desire to cancel a Repeating transfer, you may cancel your transaction online. If for any reason you cannot access the Online Service or Mobile Services, you may also call our customer service at 877-CHASEPC (877-242-7372) or write to online customer service at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.

## **13. Terms applicable to your use of Zelle platforms**

The Zelle platforms, such as the standalone Zelle mobile app and [zellepay.com](https://zellepay.com) site, are additional platforms owned and controlled by Zelle. The Zelle platforms are not a part of the Service and the Service is not available on the Zelle platforms. By using the Zelle platforms, you will be required to agree to Zelle's terms and conditions. J.P. Morgan Chase hereby disclaims any and all liabilities, representations and warranties with respect to the Zelle platforms.

## **14. Zelle Fees**

There is no service fee from us to use the Service. However, if we process a transfer in accordance with your Instructions that overdraws your Chase Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your deposit account agreement. We will not be liable for failure to pay any transfer request unless it is



drawn against available funds credited to the designated From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service.

## **15. Limitation of Liability: No Warranties**

Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE, ZELLE, NETWORK BANKS AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ZELLE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.**

## 16. Binding Arbitration

In addition to the “Disputes and Arbitration” section in the General Terms and Conditions at the beginning of this document, you acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this arbitration provision against you.

## 17. Termination

We also reserve the right to terminate or suspend our participation in the clearXchange or Zelle network or with a particular financial institution at any time.

***For Consumer Accounts, please see your deposit account agreement for important information about your rights and obligations regarding liability for activity on your account. The following additional terms apply whenever you use the Service to send transfers from a Consumer Account registered via the Service. You should use your***

***Consumer Account to send or receive payments for personal, family, or household purposes, and you should use your Business Account to send or receive payments for business purposes. If you perform transactions from Business Accounts registered through the Service, please refer to the paragraphs beginning with “ADDITIONAL TERMS APPLICABLE ONLY TO TRANSFER SERVICES FOR BUSINESS ACCOUNTS” for additional terms applicable to business transactions. Network Bank Accounts are subject to the terms of the agreement of the Network Bank.***

## 18. No Purchase Protection

Neither we nor Zelle offer purchase protection for the purchase of goods and/or services (e.g., coverage for non-receipt, damage, or “not as described” claims related to the purchase of such goods and/or services). The Service is not intended for the purchase of goods from retailers, merchants, or the like.

## 19. ADDITIONAL TERMS APPLICABLE ONLY TO THE SERVICE FOR BUSINESS ACCOUNTS

### **Zelle Liability for Unauthorized Transfers for Chase Business Deposit Accounts Only**

You are responsible for all transfers that are authorized using your Password to access the Zelle Service. If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize.

We shall have no liability to you for any errors or losses you sustain in using the Service except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your From Account less any amount, which, even with the exercise of

ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your Chase Accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

### **Errors and Questions about Services for Chase Business Deposit Accounts Only**

For Business Accounts, our practice is to follow the procedures described above entitled "Errors and Questions about Service: For Transfers From Consumer Deposit Accounts", but we are not legally required to do so.

### **Miscellaneous Terms for Business Accounts**

You may not send or receive payments to or from a Zelle mobile app user who is registered with a debit card. Further, you should use your Business Account to send or receive payments for business purposes, and you should use your Consumer Account to send or receive payments for personal, family, or household purposes.

## **20. Definitions**

- **"Accept(s)" or "acceptance"** refers to the recipient's consent to receive the funds or transfers, which could be provided through various ways, including by the recipient, by cXc or Zelle in the case of certain Out-of-Network Bank Accounts, or by the financial institution holding that account on recipient's behalf, either manually or through an automated process. For those financial institutions that accept payments on behalf of their accountholders, including us, the date of acceptance as used in this Agreement typically has the same meaning as the Send On Date.
- **"Chase Account"** means a checking account held by us or other eligible J.P. Morgan Chase account or Card as determined by us from time to time and registered for the Service.
- **"clearXchange" or "cXc"** refers to a digital payments network and company that arranges electronic money transfers, using email addresses and mobile phone numbers.
- **"clearXchange platform"** refers to the website, [clearXchange.com](https://clearXchange.com), operated and made available by cXc at its sole discretion, solely to those Users who bank with an Out-of-Network Bank.
- **"Completed"** refers to funds have been successfully processed and both To Account and From Accounts have been updated. It does not mean funds have necessarily been received into the To Account.
- **"In Process"** refers to the funds requested for transfer are in transit but have not yet been credited to the To Account.
- **"Out-of-Network Bank"** refers to any financial institution that does not participate in

the clearXchange or Zelle digital payments network.

- **“Out-of-Network Bank Account”** refers to a deposit account held by an Out-of-Network Bank and registered for clearXchange’s or Zelle’s out-of-network person-to-person payment service.
- **“Network Bank”** refers to a financial institution participating from time to time in the clearXchange or Zelle digital payments network, other than J.P. Morgan Chase.
- **“Network Bank Account”** refers to an account registered with the person-to-person transfer service of a Network Bank.
- **“Repeating”** refers to automatic recurring payment or transfer to the same To Account, for the same amount which you can authorize for transmission.
- **“Send On Date”** refers to the date you select which will instruct us to begin the delivery process and notify the recipient of the payment. NOTE: The date that we will deliver the funds to recipient may vary depending on available funds, the Business Day on which it falls, acceptance of the transfer or the recipient’s registration status in the Service or the person-to-person transfer service of a Network Bank, Zelle or cXc and may be on or after the date entered in the sender’s Instructions.
- **“Zelle” or “Zelle®”** refers to a service of Early Warning Services, a digital payments network and company. It provides no deposit account or other financial services. Zelle neither transfers nor moves money. Users may not establish a financial account with Zelle of any kind. All money will be transmitted by us and/or a Network Bank.
- **“Zelle platforms”** refers to the website, [zellepay.com](https://zellepay.com), and/or the Zelle mobile application operated and made available by Zelle to certain Users as determined by Zelle from time to time, including those who bank with an Out-of-Network Bank.